

HOME PROTECTOR POLICY – BUILDING & CONTENTS

OUR AGREEMENT

The benefit(s) payable under eligible product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Progressive Insurance Bhd or PIDM (visit www.pidm.gov.my)

Applicable for Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

Applicable for Non - Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

WHAT MAKES UP THIS POLICY

INSURANCE DOES NOT COVER YOU AGAINST EVERYTHING THAT CAN HAPPEN.

PLEASE READ YOUR POLICY CAREFULLY TO MAKE SURE YOU UNDERSTAND WHAT IT COVERS, THE TERMS AND CONDITIONS APPLICABLE AND MAKE SURE YOU ARE SATISFIED WITH THIS INSURANCE.

THE HEADING DOES NOT FORM PART OF THE POLICY WORDING.

The **Policy**, **Schedule** and **Endorsements** must be read together as they form **Your** insurance contract.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are not protected or covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Glossary.

The coverage provided under this **Policy** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of the **Policy**.

YOUR DUTY TO INFORM US

Duty of Disclosure

Applicable for Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

You are also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

Applicable for Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

Notice Of Other Insurances

You must inform **Us** of any other insurance that **You** have bought at the time of purchasing this insurance, and also during the **period of this insurance**, covering any of the same property insured under this **Policy**.

Such notice should be given and endorsed by **Us** in this **Policy** before the occurrence of any loss or damage.

SECTION I - HOUSEOWNER (APPLICABLE FOR BUILDING) INSURING CLAUSE

We will insure the Buildings as shown on **Your Schedule** during the **period of insurance**.

This cover will be given on the basis that **You** agree to pay **Us** the **Premium** for the cover.

In respect of **Insured events** occurring during the **period of insurance** and subject to the limitations, exceptions and conditions contained or endorsed in the **Policy**, **We** will, by payment or by reinstatement or repair, indemnify **You** against loss or damage to the property insured as mentioned in the **Schedule**.

This **Policy** insures **You** up to the amount of the **sum insured** as stated in the **Schedule** for loss or damage to **Your** building caused by an **Insured event**.

Your Schedule will show if **You** have insured **Your** building.

YOUR BUILDING

“**Buildings**” means buildings of a Private Dwelling House at the **premises** and includes:

- all domestic offices, stables;
- garages and outbuildings on the same **premises** used solely in connection to it and on the same **premises**;
- **fixtures** and **fittings**;
- walls, gates and fences around the **premises**.

Private Dwelling House shall also refer to buildings of Flats and Apartments.

When Blocks of Flats or Apartments are insured, Private Dwelling House will refer to the Private Flats or Apartments.

SECTION I – HOUSEOWNER (APPLICABLE FOR BUILDING) INSURED EVENTS

WHAT IS COVERED

We will provide cover for loss or damage to **Your** Building caused by any of the following :

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft and Other Aerial Devices and/or articles dropped therefrom
- 4) Impact with any of the buildings:
 - i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:
 - **You**; or
 - **Your family** member.
 - ii) For Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of:
 - **You**; or
 - **Your** agent or servant; or
 - Any person resident on the Private Flats or Apartments.
- 5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
- 6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt
- 7) Hurricane, Cyclone, Typhoon, Windstorm
- 8) Earthquake, Volcanic Eruption
- 9) **Flood**
- 10) **Robbery and hold up** in the premises of **Your** property

WHAT IS NOT COVERED

We will not provide cover for loss or damage to **Your** Building as follows :

- a) The **Excess** amount for the first RM50.00.
 - b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
 - a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one **period of insurance**, the cover will be suspended unless agreed by **Us** by way of an **endorsement**.
 - b) Loss or damage due to theft by **Your** domestic servants or any member of **Your family**.
 - a) The **Excess** amount amount for the first one (1) percent of the Total **Sum Insured** on Building or RM200.00 whichever is less..
 - b) Loss or damage to:
 - i) Any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected.
 - ii) Metal smoke stacks, awnings, blinds, signs and other outdoor **fixtures** or **fittings** including gates and fences.
- The **Excess** amount for the first one (1) percent of the Total **Sum Insured** on Building or RM200.00 whichever is less.
- a) The **Excess** amount for the first one (1) percent of the Total **Sum Insured** on Building or RM200.00 whichever is less.
 - b) Loss or damage to buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.

SECTION I – HOUSEOWNER (APPLICABLE FOR BUILDING) ADDITIONAL BENEFITS

This refers to additional benefits provided to **You** without any additional **premium**, but which are subject to the terms and conditions of the **Policy**.

A) Compensation for Death (Non-Tariff)

WHAT IS COVERED

You are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.

If there are more than one (1) named insured, **We** will be liable for a pro-rate proportion of the compensation. For a Corporation, **You** must nominate a person or persons and lodge their name(s) with **Us**.

The limit of liability of this benefit is the sum specified on the Schedule.

WHAT IS NOT COVERED

B) Rent Insurance

WHAT IS COVERED

As an Owner, **You** are covered for loss of rent in the event **Your** Private Dwelling House as stated on the **Schedule** is no longer habitable, as a result of an **Insured event** for the period necessary for reinstatement.

As an Occupier, **We** will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of an **Insured event**, for the period necessary for reinstatement.

WHAT IS NOT COVERED

The total limit of liability shall not exceed twenty (20) percent of the Total **Sum Insured** on Buildings.

This benefit is in additional to the Total **Sum Insured** as stated on the **Schedule**.

C) Liability to the Public

WHAT IS COVERED

We will indemnify **You** or Spouse **Your** legal liability in respect of accidents or series of accidents arising out of one **occurrence**, during the period of insurance to property or bodily injury to another person, who is not a member of **Your family, Household** or in **Your** service:

- Liability as owner of the insured Building caused by a defect in the buildings.
- Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.

Our limit of liability shall not exceed the sum specified on the **Schedule**.

We will also indemnify **You** or Spouse:

- Legal costs and expenses recoverable from **You** or Spouse by any claimant, provided such legal cost and expenses were incurred before the date **We** shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one **occurrence**.
- Legal costs and expenses incurred by **You** or Spouse with **Our** consent.

If Buildings are for Blocks of Flats or Apartments, **Our** indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the Buildings, as specified on the **Schedule**, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the period of insurance.

We will indemnify **Your** personal representative in the event of **Your** death, in respect of the liability incurred by **You** or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Policy.

D) Trace For Water Leakage (Non-Tariff)

WHAT IS COVERED

We will pay the costs necessarily and reasonably incurred by **You** in tracing or locating the sourcing of the escape of water from any concealed Water tanks, apparatus or pipes installed in or on the building upon the happening of an insured peril giving rise to a claim under the **Policy**. Such costs shall include the hacking and/or patching the wall and subsequent making good the repairs.

Provided the total liability of the Company for such costs incurred shall be limited to maximum RM5,000/- any one occurrence and in the aggregate any one period of insurance.

WHAT IS NOT COVERED

- Any claims brought against **You** or Spouse, in any country in courts outside Malaysia.
- All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- We** shall not be liable for injury or damage arising out of or incidental to:
 - Ownership, possession or use by or on behalf of **You** or Spouse of any lift, vehicle, vessel or craft of any kind;
 - The carrying out of alterations, additions, repairs or decorations to **Your** buildings;
 - Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured Buildings), for insurance for Private Flats or Apartments;
 - Any contractual agreement;
 - Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;
 - Any part of the insured Buildings used in connection with **Your** profession or business.

WHAT IS NOT COVERED

- Loss or damage while the premises is untenanted
- Loss or damage by water discharged or leaking from an installation of automatic sprinklers

E) Personal Accident (Non-Tariff)

WHAT IS COVERED

You are covered against bodily injuries as a result of an **Accident** anywhere in the world resulting in the benefit as shown in the below **Table** within three (3) calendar months of the date of the Accident.

	Benefit	Compensation
A.	Accidental Death	RM10,000
B.	Permanent Loss or Disablement as specified below	
B1.	Total and permanent disablement from engaging in or attending to employment or occupation of any kind and every kind.	RM10,000
B2.	Total and permanent loss of all sight in one eye or both eyes	RM10,000
B3.	Total loss by physical severance or total and permanent loss of use of:	
	a. one or two limbs	RM10,000
	b. one or two hands	RM10,000
	c. arm above the elbow	RM10,000
	d. arm at or below the elbow	RM10,000
	e. leg above the knee	RM10,000
	f. leg at or below the knee	RM10,000
B4	Permanent total insanity	RM10,000

WHAT IS NOT COVERED

- Whilst engaging in any trade, technical or sport activity in connection with any aircraft, ship/vessel and / or stevedores.
- Whilst engaging in any police, armed forces, naval or air force service or operations
- Whilst engaging in parachuting, hang gliding, any kind of race (other than on foot or swimming) or trial of speed or reliability.
- Whilst engaging in potholing, mountaineering or rock climbing necessitating the use of guides or ropes.
- Whilst engaging in underwater activities necessitating the use of compressed air or gas.
- Accident** caused by suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life)
- Accident** caused by pregnancy or childbirth
- Accident** caused by insanity
- Accident** caused by any pre-existing physical or mental defect or infirmity.
- Accident** caused by under the influence of drugs (other than those prescribed by a registered medical practitioner excluding those prescribed for the treatment of drug addiction).
- Accident** caused by under the influence of alcohol.

The maximum liability for Death benefit is limited to either Section A or E and not both.

**SECTION II – HOUSEHOLDER
(APPLICABLE FOR CONTENT)**

We will insure the Contents as shown on **Your Schedule** during the **period of insurance**.

This cover will be given on the basis that **You** agree to pay **Us** the **Premium** for the cover.

In respect of **Insured events** occurring during the **period of insurance** and subject to the limitations, exceptions and conditions contained or endorsed in the **Policy**, **We** will, by payment or by reinstatement or repair, indemnify **You** against loss or damage to the property insured as mentioned in the **Schedule**.

This **Policy** insures **You** up to the amount of the **sum insured** as stated in the **Schedule** for loss or damage to **Your** contents caused by an **Insured event**.

Your Schedule will show if **You** have insured **Your** content.

YOUR CONTENTS

"Contents" means Household goods and **personal effects** of every description, belonging to **You** or any member of **Your family** normally residing with **You** contained in the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same **premises** specified on the **schedule**

**SECTION II - HOUSEHOLDER
(APPLICABLE FOR CONTENT)
INSURING CLAUSE**

This section is applicable if **You** have purchased the "HOUSEHOLDER" for **Your** content coverage and the coverage is stated in **Your Schedule**.

WHAT IS COVERED

The cover for the contents is **limited to**:

- a) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total **Sum Insured** on Contents, unless such article is specially declared as a separate item;
- b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total **Sum Insured** on Contents.

WHAT IS NOT COVERED

The cover for the contents will **not include**:

- a) Part of the structure or ceiling, wallpapers or anything similar;
- b) Property insured under more specific policies;
- c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the **Schedule**.

**SECTION II - HOUSEHOLDER
(APPLICABLE FOR CONTENT)
INSURED EVENTS**

WHAT IS COVERED

We will provide cover for loss or damage to **Your** Content caused by any of the following :

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft and Other Aerial Devices and/or articles dropped therefrom
- 4) Impact with any of the buildings:
 - i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:
 - **You**; or
 - **Your family** member.
 - ii) For Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of:
 - **You**; or
 - **Your** agent or servant; or
 - Any person resident on the Private Flats or Apartments.
- 5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
- 6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt
- 7) Hurricane, Cyclone, Typhoon, Windstorm
- 8) Earthquake, Volcanic Eruption
- 9) **Flood**
- 10) **Robbery and hold up** in the premises of **Your** property.

WHAT IS NOT COVERED

We will not provide cover for loss or damage to **Your** Content as follows :

- a) The **Excess** amount for the first RM 50.00.
- b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
- a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one **period of insurance**, the cover will be suspended unless agreed by **Us** by way of an **endorsement**.
- b) Loss or damage due to theft by **Your** domestic servants or any member of **Your family**.
- a) The **Excess** amount for the first one (1) percent of the Total **Sum Insured** on Contents or RM 200.00 whichever is less.
- b) Loss or damage to:
 - i) Any contents in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected.
 - ii) Metal smoke stacks, awnings, blinds, signs and other outdoor **fixtures** or **fittings** including gates and fences.
- The **Excess** amount for the first one (1) percent of the Total **Sum Insured** on Contents or RM 200.00 whichever is less.
- a) The Excess amount for the first one (1) percent of the Total **Sum Insured** on Contents or RM 200.00 whichever is less.
- b) Loss or damage to **contents** caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.

**SECTION II – HOUSEHOLDER
(APPLICABLE FOR CONTENT)
ADDITIONAL BENEFITS**

This refers to additional benefits provided to **You** without any additional **premium**, but which are subject to the terms and conditions of the **Policy**.

(A) Compensation for Death

WHAT IS COVERED

You are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.

If there are more than one (1) named insured, **We** will be liable for a pro-rate proportion of the compensation. For a Corporation, **You** must nominate a person or persons and lodge their name(s) with **Us**.

The limit of liability of this benefit is the sum specified on the Schedule.

WHAT IS NOT COVERED

(B) Rent Insurance

WHAT IS COVERED

As an Owner, **You** are covered for loss of rent in the event **Your** Private Dwelling House as stated on the **Schedule** is no longer habitable, as a result of an **Insured event** for the period necessary for reinstatement.

As an Occupier, **We** will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of an **Insured event**, for the period necessary for reinstatement.

The total limit of liability shall not exceed ten (10) percent of the Total **Sum Insured** on Contents.

This benefit is in addition to the Total **Sum Insured** as stated on the **Schedule**.

WHAT IS NOT COVERED

(C) Liability to the Public

WHAT IS COVERED

We will indemnify **You** or Spouse **Your** legal liability in respect of accidents or series of accidents arising out of one **occurrence**, during the period of insurance to property or bodily injury to another person, who is not a member of **Your family, Household** or in **Your** service:

- Liability as owner of the insured Content caused by a defect in the contents.
 - Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.
- Our limit of liability shall not exceed the sum specified on the **Schedule**.

We will also indemnify **You** or Spouse:

- Legal costs and expenses recoverable from **You** or Spouse by any claimant, provided such legal cost and expenses were incurred before the date **We** shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one **occurrence**.
- Legal costs and expenses incurred by **You** or Spouse with **Our** consent

If Contents are for Blocks of Flats or Apartments, Our indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the Contents, as specified on the **Schedule**, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the period of insurance.

We will indemnify **Your** personal representative in the event of **Your** death, in respect of the liability incurred by **You** or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Policy.

WHAT IS NOT COVERED

- Any claims brought against **You** or Spouse, in any country in courts outside Malaysia.
- All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- We** shall not be liable for injury or damage arising out of or incidental to:
 - Ownership, possession or use by or on behalf of **You** or Spouse of any lift, vehicle, vessel or craft of any kind;
 - The carrying out of alterations, additions, repairs or decorations to **Your** contents;
 - Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured Contents), for insurance for Private Flats or Apartments;
 - Any contractual agreement;
 - Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;
 - Any part of the insured Buildings used in connection with **Your** profession or business.

(D) Breakage to Mirrors

WHAT IS COVERED

You are covered for breakage of mirrors whilst in the Private Dwelling.

The limit of liability is RM500.00 per piece any one accident.

WHAT IS NOT COVERED

- Hand Mirrors

(E) Contents Temporarily Removed

WHAT IS COVERED

You are covered for an **Insured event** when the contents are temporarily removed from **Your** Private Dwelling, but remaining within the Geographical Area, provided such contents are not covered under another insurance policy.

The limit of liability of this benefit is fifteen (15) percent of the Total **Sum Insured** on Contents.

WHAT IS NOT COVERED

- Contents removed for sale or exhibition.
- Contents placed at furniture storage area.
- Losses due to **Insured event 7** (hurricane, cyclone, typhoon, windstorm), **Insured event 8** (earthquake, volcanic eruption) and **Insured event 9** (flood) whilst the contents are in transit.

(F) Servants Property

WHAT IS COVERED

You are covered for loss or damage caused by an **Insured event** to clothing and **personal effects** of **Your** domestic servant(s), who stay with **You** or **Your** family within the Geographical Area as stated on the **Schedule**, provided such contents are not insured under another insurance policy.

WHAT IS NOT COVERED

- Cash, currency notes, bank notes and stamps.

(G) Loss of Personal Money at Home (Non-Tariff)

WHAT IS COVERED

We pay up to RM500.00 against theft of personal Money belonging to **You** or any member of **Your** Family or Household occurring in the Private Dwelling House.

This benefit is payable only once during the **Period of Insurance** and shall cease immediately upon a claim being made under this benefit.

WHAT IS NOT COVERED

- Losses which are not reported to the Police within twenty-four (24) hours.
- Money losses without involving forcible entry to **Your** Private Dwelling House.
- Money belonging to the employer of any member of **Your** Family or Household relating to any business or commercial venture.
- Losses committed by any member of **Your** Family or Household.

(H) Cost of Replacing Lost Legal Documents (Non-Tariff)

WHAT IS COVERED

We pay up to RM500.00 for the cost of replacing lost or damaged of legal documents belonging to **You** or any member of **Your** Family due to fire, Flood, theft or Robbery and hold up at **Your** Private Dwelling House.

Legal documents shall mean passport, legal will, driving license and national registration identity card.

WHAT IS NOT COVERED

- a) Losses which are not reported to the Police within twenty-four (24) hours.

(I) Fraudulent Use of Credit/ATM Card (Non-Tariff)

WHAT IS COVERED

We pay up to RM500.00 for monetary loss due to unauthorized use of credit cards or ATM or Debit cards taken from **Your** home by third parties in the event of theft.

This benefit is only applicable to credit cards or ATM or Debit Cards owned by **You** or any member of **Your** Family residing with you in **Your** Building during the Period of Insurance

WHAT IS NOT COVERED

Losses which are not reported to the Police within twenty-four (24) hours.

COVERAGE/LIMIT FOR G, H AND I

Up to RM 1,000 per incident, limit per section up to RM 500

(J) Emergency Allowance (Non-Tariff)

WHAT IS COVERED

We will pay up to RM500.00 for the purchase of essential items (basic wear and toiletries) if **Your** Private Dwelling House becomes uninhabitable for at least 3 days due to fire.

WHAT IS NOT COVERED

Compensation of Emergency Allowance is only payable to **You** who resides or occupies the Building during the Period of Insurance.

OPTIONAL BENEFITS

For an additional **premium**, **Your Policy** may be extended to cover the following benefits to the insured Buildings. These optional benefits will be stated on the **Schedule** if **You** choose to take these up.

Applicable for Section I - Buildings

OPTIONAL BENEFIT NO. 1 – Extension to cover Landlord's Household Goods and Furnishings in blocks of flats/apartments.

WHAT IS COVERED

The Insured events pertaining to the loss or damage to the Landlord's Household goods and furnishing under this extension are:

1. Fire, Lightning, Thunderbolt, Subterranean Fire.
2. Explosion.
3. Aircraft and Other Aerial Devices and/or Articles dropped therefrom.
4. Impact with any of the buildings by any road vehicles or animals not belonging to or under the control of:
 - **You** or **Your** agent or servant.
 - Any person resident in the Private Flats/Apartments or his agent or servant.
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
6. Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.
7. Hurricane, cyclone, typhoon and windstorm.
8. Earthquake and Volcanic Rupture
9. Flood including overflow of the sea

For Additional Benefit B) Rent Insurance, this amount will be added to the Total Sum Insured on Buildings as stated on the Schedule.

Additional Benefit C) Liability to the Public will now include "cover for accidents caused by a defect in landlord's household goods and furnishings".

WHAT IS NOT COVERED

- a) Household goods, furnishings or Personal Effects of any description brought into the Private Flat/ Apartment by tenants;
- b) Gold or silver articles

OPTIONAL BENEFIT NO. 2 – Insurance of Plate Glass

WHAT IS COVERED

This insurance is extended to cover accidental breakage of **Plate glass**, occurring during the period of insurance for:

1. The replacement of **Plate glass** with glass of similar manufacture or quality or at **Our** option, **We** will pay **You** the cost of such replacement subject to a maximum sum of RM1, 000.00 per glass sheet.
2. The cost incurred in boarding up such breakage for which **We** are liable.

WHAT IS NOT COVERED

- a) Breakage of or damage to frames or framework of any description;
- b) Cost of removal or replacement of any **fittings** or **fixtures**;
- c) Breakage of glass in conservatories, green houses or outbuildings;
- d) Breakage of glass which is broken or damaged at the commencement of this insurance;
- e) Any **consequential loss**.

OPTIONAL BENEFIT NO. 3 – Extension to cover against loss or damage by hurricane, cyclone, typhoon or windstorm to metal smoke stacks, awnings, blinds, signs and other outdoor **fixtures** and **fittings** including gates and fences

This insurance is extended to cover loss or damage to metal smoke stacks, awnings, blinds, signs and other outdoor **fixtures** and **fittings** including gates and fences under **Insured event 7(b)**.

OPTIONAL BENEFIT NO. 4 – Extension to cover alterations, repairs and additions (but not appreciation in value in excess of the sum insured)

This insurance is extended to cover alterations, repairs and additions (but not in appreciation in value in excess of the sum insured) to Buildings for an amount not exceeding 25% of the Total **Sum Insured** on Buildings.

Additional Benefit C) Liability to the Public will now include cover for liability arising out of or incidental to the carrying out of alterations, additions, repairs or decorations to buildings.

Applicable for Section II - Contents

OPTIONAL BENEFIT NO. 5A – Extension for extended theft cover but excluding theft by domestic servants or any member of **Your family** or **Household**

WHAT IS COVERED

Insured event No. 6 will now be read as follows:

Theft or any attempted theft.

For contents temporarily removed, theft is only insured:

- i) at any Bank, Safe Deposit or occupied private dwelling
- ii) in any building where **You** or any member of **Your family** is residing;
- iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your family** or an authorised person is in charge.

For contents temporarily removed to places other than (i), (ii) and (iii) above, the contents will only be insured against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.

WHAT IS NOT COVERED

1. a) If the Building or any parts of it are lent, let or sub-let.
b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment /condominium.
c) Theft of servant's property outside Your private dwelling house or private flat/apartment/condominium.

UNLESS accompanied by actual forcible and violent breaking into or out of a building.

2. Theft from the open.
3. The first 1% of the Total **Sum Insured** or RM250.00, whichever is lower.
4. Theft by Your domestic servants or any member of Your family or Household.
5. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of insurance**, this cover will be suspended unless agreed by **Us** by way of an **endorsement**.

OPTIONAL BENEFIT NO. 5B – Extension for extended theft cover including theft by domestic servants

WHAT IS COVERED

Insured event No. 6 will now be read as :

Theft or any attempted theft including theft by the **Insured's** domestic servant(s).

For contents temporarily removed, theft is only insured :

- i) at any Bank, Safe Deposit or occupied private dwelling.
- ii) in any building where **You** or any member of **Your family** is residing;
- iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your family** or an authorised person is in charge.

For contents temporarily removed to places other than (i), (ii) and (iii) above, the contents will only be insured against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.

WHAT IS NOT COVERED

1. a) If the Building or any parts of it are lent, let or sub-let.
b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment /condominium.
c) If theft of servant's property other than from the private dwelling house private flat/apartment/condominium.

UNLESS accompanied by actual forcible and violent breaking into or out of a building.

2. Theft from the open.
3. The first 1% of the Total **Sum Insured** or RM250.00, whichever is lower.
4. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of insurance**, this cover will be suspended unless agreed by **Us** by way of an **endorsement**.

Applicable for Section I - Buildings and/or Section II - Contents

OPTIONAL BENEFIT NO. 6 – Increase of Indemnity limits under Additional Benefit B – Rent Insurance

The limit of liability under the Additional Benefit B - Rent Insurance is increased to (as per policy schedule) per cent of the Total **Sum Insured** on Buildings and/or Contents.

OPTIONAL BENEFIT NO. 7 – Increase of Indemnity limits under the Additional Benefit C - Liability to the Public

The limit of liability under the Additional Benefit C - Liability to the Public is increased to RM (as per policy schedule) for any one accident or series of accidents out of one **Occurrence**.

OPTIONAL BENEFIT NO. 8 – Extension to cover Riot, Strike and Malicious Damage

WHAT IS COVERED

This insurance is extended to cover Riot, Strike, and Malicious Damage.

Loss or damage to property **insured** directly caused by :

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not an **occurrence** mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
5. The malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an **occurrence** mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.

Average

If the property insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this extension is collectively of greater value than the **sum insured**, then **You** will be responsible for the difference and will bear a pro-rated share of the amount of loss. This average condition will apply separately for each item insured.

Subject otherwise to the terms and conditions of the **Policy**.

WHAT IS NOT COVERED

Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following **occurrences**, namely:

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;
- c) Any act of terrorism,

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceedings, where **We** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

- d) In respect of malicious acts, **we** shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.
- e) Loss of earnings, loss by delay, loss of market or other **consequential** or indirect loss or damage of any kind or description whatsoever.
- f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

For g) or h) above, **We** are not relieved of any liability to **You** in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

OPTIONAL BENEFIT NO. 9 – Extension to cover Subsidence and Landslip

WHAT IS COVERED

This insurance is extended to cover loss or damage to the property insured caused by:

- i) subsidence and/or heave of the site on which the buildings stand or land belonging to; or
- ii) landslip.

Subject otherwise to the terms and conditions of the **Policy**.

WHAT IS NOT COVERED

We will not pay for loss or damage :

- a) to swimming pools, terraces, patios, drives, footpath, walls, gates or fences unless the building, its outbuilding or garages are damaged by the same cause and at same time;
- b) to or resulting from movement of solid floor slabs, unless the foundation beneath the external walls of the buildings are damaged by the same cause and at the same time;
- c) Directly or indirectly caused by:
 - Coastal or river **erosion**;
 - Demolition, structural alteration or structural repair;
 - Defective design or inadequate construction of foundations.
- d) This Optional Benefit is subject to the following **excess**, and is applicable for each and every loss:
 - 5% of the total **sum insured** or RM25,000.00 whichever is the lower, ascertained after the application of any condition of average.

OPTIONAL BENEFIT NO. 10 – Extension to cover Bush/Lalang Fire

WHAT IS COVERED

In consideration of an additional premium, **We** hereby agree and declare that notwithstanding anything to the contrary contained in the **Policy**, the insurance is extended to cover loss or damage caused by bush/lalang fire (provided that during the currency of this **Policy** every reasonable effort shall be made to keep the **Your** ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

WHAT IS NOT COVERED

OPTIONAL BENEFIT NO. 11 – Extension to cover Damage by Falling Trees or Branches and Objects Therefrom

WHAT IS COVERED

In consideration of an additional premium, **We** hereby agree and declare that the insurance under this **Policy** shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom provided that the first RM250.00 of each and every claim under this endorsement shall be borne by **You**.

Provided always that all the conditions of the policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

WHAT IS NOT COVERED

OPTIONAL BENEFIT NO. 12 – Extension to cover Impact Damage – Including **Your** Own Vehicles

WHAT IS COVERED

In consideration of an additional premium, **We** hereby agree and declare that the insurance under this **Policy** shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under **Your** control, or any member of **Your** family, or any person in and upon **Your** service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by **You**.

Provided always that all the conditions of the **Policy** shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the **policy**.

WHAT IS NOT COVERED

GENERAL EXCEPTIONS (APPLICABLE TO ALL SECTION)

You will not be covered under the following circumstances:

General Exception 1

We will not cover loss or damage or other contingency caused directly or indirectly by:

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- b) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- c) Any act of terrorism.

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss or damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said **occurrences** shall be deemed to be loss, damage or a contingency which is not covered by this insurance. **You** have to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings, where **We** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

General Exception 2

We will not cover loss or damage:

- (a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated;
- (b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
- (c) arising from or in consequence of or contributed to by nuclear weapons material;
- (d) arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for this purpose, combustion shall include any self-sustaining process of nuclear fission.

General Exception 3

We will not cover **Consequential loss** or damage of any kind except Rent Insurance.

General Exception 4

COMMUNICABLE DISEASE EXCLUSION (LMA5394)

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

APPLICABLE WARRANTIES

This **Policy** is subject to the following **Warranties**:

RESTRICTION OF MERCHANDISE WARRANTY

No part of the **premises** should be used for the manufacture or deposit or storage of merchandise during the **period of insurance**.

PREMIUM WARRANTY

Premium due to **Us** must be paid and received by **Us** within **sixty** (60) days from the inception date of this **policy/endorsement/renewal** certificate.

If the condition is not complied with, this contract shall be automatically cancelled, and **We** shall be entitled to the pro-rated **Premium** for the period **We** provide the cover.

Where the **premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this **warranty**.

The onus of proving that the **premium** payable was received by a person, including an insurance agent who was not authorised to receive such **premium**, shall lie with **Us**.

HOW WE WILL SETTLE YOUR CLAIM

Insurable Interest

Only **You** have rights to claim from **Us**, except upon **Your** death, or by operation of law, the passing of interest of this insurance to another person shall only take effect after **We** have endorsed the **Policy**.

No Right of Claim from Any Other Person

Whilst the **Policy** insures property of **Your family** or domestic servant, only **You** can make a claim on their behalf.

Limit to Three (3) Paying Guests only (Applicable to Section I – Houseowner)

This **Policy** is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purposes of Additional Benefit – C) Liability to the Public, these persons are deemed to be members of **Your Household**.

Market Value

We will indemnify **You** the insured value or the **market value** of the insured property whichever is lower subject to the deduction of any **Excess**.

Market value means the value of the property insured at the time of loss or damage less allowance for **wear and tear** and/or **depreciation**.

The market value shall be determined by a valuation obtained by **Us** from the:

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or
- loss adjuster registered under the Financial Services Act 2013, or
- Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 to be mutually appointed by both **You** and **Us**.

The valuation so obtained shall be conclusive in any legal proceedings against **Us**.

Our Maximum Liability

Our total liability to **You** in respect of loss or damage during any one **period of insurance** will not exceed the amount stated against each item or in the aggregate, the Total **Sum Insured** specified on the **Schedule** or such other sum or sums endorsed in this **policy**.

Average (Applicable to Section I – Houseowner)

If the market value of the property insured at the time of any loss is collectively of higher value than the **sum insured** stated in the **Schedule**, then **You** will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item insured.

Excess

For loss or damage (except by fire) to the Buildings of the Private Dwelling House by any **Insured event** where **Excess** applies, **Excess** shall separately apply to:

- (a) each building. All insured buildings at the same **premises** stated in the **Schedule** are considered as one building.
- (b) each incident. If the same **Insured event** occurs within seven (7) consecutive days, it is considered the same incident.

Other Insurance

If there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.

Subrogation

We are entitled to undertake in **Your** name and on **Your** behalf:

- the full conduct, control and settlement of any proceedings.
- recover compensation or secure **indemnity** from any third party in respect of anything covered by this **Policy**.

at **Our** own expense and benefit.

Fraud

We will not pay if **Your** claim is in any way fraudulent by **You** or persons acting on **Your** behalf.

Right of Access and Control

On the happening of any loss or damage **We** are entitled to:

- enter any building where the loss or damage has happened;
- take and keep possession of the insured property;
- deal with the salvage of the damaged insured property.

However, **You** shall not abandon the damaged insured property to **Us**.

Arbitration

Any difference on the amount of any loss or damage between **You** and **Us** shall be referred to an arbitrator who shall be appointed in writing by **You** and **Us**. In case **You** and **Us** are unable to agree on a single Arbitrator, within two months of being required in writing to do so by either party, then **You** and **Us** shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator, should the other party within two months of the written notice fail to appoint the other Arbitrator.

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.

You and **Us** clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.

HOW TO MAKE A CLAIM

Notice and Proof of Claim

You must immediately notify in writing to **Us** of any loss or damage and:

- at **Your** own expense and within 30 days after the incident, deliver to **Us** a claim in writing with detailed particulars and proofs as **We** may reasonably require;
- for loss or damage by theft or attempted theft, **You** must immediately make a Police report.

Building Plans

If **We** elect to reinstate any building, **You** must furnish **Us** plans, specifications and quantities as **We** may reasonably require.

Liability Claims

You shall upon receiving any notice of any accident or claim from other parties, give **Us** immediate notice in writing and as soon as possible supply **Us** full particulars in writing.

You shall send to **Us** immediately any writ, summons or other legal process issued or commenced against **You** and provide all necessary information and assistance to enable **Us** to settle or resist any claim or institute proceedings.

You shall not without **Our** written consent:

- admit or repudiate any claim or liability;
- offer or negotiate to pay a claim.

YOUR RESPONSIBILITY

Duty of care

You shall use all reasonable diligence and care to keep the **premises** in proper state of repair. As owner of the Private Dwelling, **You** shall made good as soon as possible any defect discovered and shall, in the meantime, take additional precautions to prevent injury, loss or damage.

We will not be liable for any injury, loss or damage caused by **You** failing to remedy such defect after receiving notice from **Us** or from any person or public body.

Reinstatement of Sum Insured

After a loss, the full **sum insured** of this insurance shall be maintained.

You are required to pay an additional pro rata **premium** based on the amount of loss calculated from the date of loss to the expiry date of insurance.

Unvalued Policy Clause

This is an unvalued **policy**. **You** must prove to the satisfaction of the Company the value of the property at the time of the happening of its destruction or the amount of such damage.

HOW YOUR POLICY MAY BE CANCELLED

You may cancel this **policy** at any time by giving **Us** notice in writing. **You** shall be entitled to a refund of **premium** after **We** have charged **You** based on **Our** customary **short-period rates** or minimum **premium** payable under the **Policy**, whichever is higher.

We may also cancel this **policy** at any time by giving **You** seven days' notice in writing and will refund the pro rata **premium** equal to the unexpired **period of insurance**.

GLOSSARY

Some words and expressions in this **Policy** have a specific meaning which is given below. Each word is printed in bold where it appears.

“**Accident**” means a sudden, unforeseen and fortuitous event

“**Injury / Bodily Injury**” means Injury suffered by You caused solely and directly by accident and shall exclude injury caused by sickness, disease or medical disorder.

“**Consequential loss**” means financial loss.

“**Consumer Insurance Contracts**” means insurance wholly for purposes unrelated to the Insured's trade, business or profession.

“**Depreciation**” means the reduction in the value of the item or property due to **wear and tear**.

“**Endorsement**” means a written alteration to the terms, conditions and limitations of this **policy** which is shown on the **Schedule**.

“**Erosion**” means being worn or washed away by water or wind.

“**Excess**” means the amount **You** must pay towards a claim before **We** pay. The amount will be stated on the **Schedule** or in any selected Optional Benefits.

“**Flood**” means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building.

“**Family**” and “**Household**” means any person(s) who normally reside with **You**.

“**Fixtures**” and “**Fittings**” means items that are permanently attached to **Your** building.

“**Indemnity**” means putting **You** back to **Your** same financial position immediately before the loss.

“**Insured event**” means one of the perils listed under this **Policy**.

“**Non-Consumer Insurance Contracts**” means insurance for purposes related to the Insured’s trade, business or profession.

“**Occurrence**” means the exact period when the incident took place.

“**Open**” means anywhere at the premises not fully enclosed by walls and a roof and which is not able to be secured, also any outbuildings on the premises if such buildings are not able to be secured.

“**Period of insurance**” means the period for which **You** are insured. It commences at the time **We** agree to give **You** insurance and finishes at midnight on the day of expiry. The expiry date is shown on the **Schedule**.

“**Personal Effects**” means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.

“**Plate glass**” means glass fitted to the structure of the building.

“**Policy**” means **Your** insurance contract which consists of this policy wording and **Schedule**.

“**Premium**” means any amount **We** require **You** to pay under the **policy** and includes Government charges.

“**SST**” means Sales and Services Tax

“**Robbery and hold up**” means that the items insured are either taken away or surrendered; in both instances due to force, menaces or threat of physical violence made against **You**, or persons living with **You** in a common household, or other persons authorized to be on **Your** premises.

“**Schedule**” means the **policy schedule** where both the insured items and sum insured are specified.

“**Secured**” means locked so as to prevent entry other than by using force.

“**Premises**” means the land at the address shown on the **Schedule** on which the building is built, including the yard or garden used only for domestic purposes.

“**Sum insured**” means the amount **You** have insured on either **Your** building, **Your** contents (including specified contents) as shown on the **Schedule**. This shall include the Additional Benefits and any of the Optional Benefits selected by **You**.

“**Customary short-period rates**” means the following:

Period of Insurance	Percentage of Annual Premium Refund
Not exceeding 15 days	90%
Not exceeding 1 month	80%
Not exceeding 2 months	70%
Not exceeding 3 months	60%
Not exceeding 4 months	50%
Not exceeding 5 months	40%
Not exceeding 6 months	30%
Not exceeding 7 months	25%
Not exceeding 8 months	20%
Not exceeding 9 months	15%
Not exceeding 10 months	10%
Not exceeding 11 months	5%
Exceeding 11 months	No refund of premium

“**Warranties**” means either restriction or obligation that the **Policy** imposes on **You**. A breach of a warranty will entitle **Us** to reject the claim for loss or damage or liability.

“**Wear and tear**” means damage or a reduction in value through age, ordinary use or lack of maintenance.

“**We, Our and Us**” means the insurance company.

“**You and Your**” means the person(s) named on the **Schedule** as the insured.

IMPORTANT-We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy. The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

DISCLOSURE & POLICY STATEMENT

1. Under the prudential framework of Corporate Governance, the following avenues have been set up to handle customer grievances: -

- a) The Customer Care Officer of Progressive Insurance Bhd (197401001891 / 19002-P) ("Company") at tel: 1-800-888-458 or fax: + 603 2118 8103.
At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.
- b) Financial Markets Ombudsman Service (FMOS) at tel: 03-2272 2811 or fax: 03-2272 1577
Any policyholder who is not satisfied with the decision of an insurance company may write to the FMOS, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate FMOS's reference.

An award of the FMOS is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the FMOS's decision and pursue an alternative legal recourse instead. There is no fee charged for service of the FMOS.

The address is: - **Financial Markets Ombudsman Service (FMOS)**
Level 14, Main Block
Menara Takaful Malaysia
No. 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur

- c) BNMLINK (Laman Informasi Nasihat dan Khidmat) of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 or webpage: <https://bnm.gov.my/BNMLINK>.
Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

The address is: - **BNMLINK**
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur

2. By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.
3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.
4. **CONSENT TO USE OF PERSONAL DATA** : Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at Data Protection Officer, Progressive Insurance Bhd, Level 6,9 and 10, Menara Cosway, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone: 03-21188128 or 1-800-888-458 or fax: +603 21188098 or email dpo@progressiveinsurance.com.my.
By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above. For Privacy Notice, please refer to our website: www.progressiveinsurance.com.my