

**STAMP  
DUTY  
PAID**

# HOUSEOWNER / HOUSEHOLDER POLICY

**WHEREAS** the Insured by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **ETIQA INSURANCE BERHAD** (hereinafter called the "Company") for the Insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the First Premium. **NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy):

**THE COMPANY** will by payment or at its option by reinstatement or repair **INDEMNIFY** the Insured against loss or damage to the property insured caused by any of the undermentioned Perils:

- PERILS**
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 the Insured or any member of his family.
  5. **BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES** excluding:
    - a) in respect of each and every loss the amount stated in the Schedule.
    - b) destruction or damage occurring while the Private Dwelling House is left untenanted.
  6. **THEFT** but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat.

**PROVIDED** that in the event of the Private Dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Insurance the insurance against this Peril shall, unless otherwise agreed by Endorsement hereon, be entirely suspended in respect of any period or periods during which the Private Dwelling may be unoccupied in excess of the aforesaid ninety (90) days.

7. **HURRICANE, CYCLONE, TYPHOON, WINDSTORM** subject to the following Excess Clause.
8. **EARTHQUAKE, VOLCANIC ERUPTION** subject to the following Excess Clause.
9. **FLOOD** but excluding loss or damage caused by subsidence or landslip; subject to the following Excess Clause.

**EXCESS CLAUSE** As regards loss or damage (other than by fire) to the Buildings of the Private Dwelling House but not the Contents directly caused by any Peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the **LIMITS OF LIABILITY**. This Clause shall separately apply to:

- i) each building, for which purposes all insured buildings at the same premises specified in the Schedule address will be regarded as one building.
- ii) each incident giving rise to such loss or damage and for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the Peril concerned and only thereafter shall the Clause apply afresh.

**SECTION I - BUILDINGS** The Company will indemnify the Insured against loss or damage caused by any of the abovementioned Perils to the Buildings of the Private Dwelling House which expression shall include all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises including fixtures and fittings therein and the walls, gates and fences around and pertaining thereto.

In the case of Policies issued to cover the buildings of blocks of flats the reference in this Policy to 'Private Dwelling House' shall be deemed to mean the Private Flat or Apartment.

**SECTION II – CONTENTS:**

**A. LOSS OR DAMAGE TO CONTENTS** The Company will indemnify the Insured against loss or damage caused by any of the abovementioned Perils to the Contents which expression shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Insured or any member of his family normally residing with him whilst contained in the Private Dwelling which expression shall include the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises specified in the Schedule.

Provided that:

- a) No part of the structure or ceiling, wallpapers or the like is insured under this Section.
- b) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment and the like excepted) shall be deemed of greater value than five (5) percent of the Total Sum Insured on Contents unless such article is specially declared as a separate item.
- c) The total value of platinum, gold and silver articles, jewellery and furs shall be deemed not to exceed one-third of the Total Sum Insured on Contents.
- d) This Section does not cover property more specifically insured, or, unless specially mentioned, 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.

e) This Section does not cover loss of or damage to contents due to theft by the Insured domestic servants or any member of the Insured's family or household".

**B. PROPERTY TEMPORARILY REMOVED** This Section extends, except as regards property removed for sale or exhibition or to furniture depositories and subject in every case to the Terms of this Policy, to cover the same whilst temporarily removed from the Private Dwelling but remaining in the Geographical Area, against all the Perils but excluding Perils 7, 8 and 9 as regards property in transit or on the person, if and so far as such property is not otherwise insured. The liability of the Company under this extension will be limited to 15% of the Total Sum Insured on Contents.

**C. DAMAGE TO MIRRORS** The Company will indemnify the Insured against loss or damage to mirrors, other than hand mirrors, by breakage thereof whilst in the Private Dwelling. The liability of the Company under this extension is limited to RM500.00 per piece any one incident.

**D. COMPENSATION FOR DEATH OF THE INSURED** In the event of fatal injury to the Insured occurring in the Private Dwelling House occasioned by outward and visible violence caused by thieves or by Fire, the Company will pay the sum specified in the Schedule or one half of the Total Sum Insured on Contents whichever should be the less provided death ensues within three (3) calendar months of such injury.

It is hereby declared and agreed that if there is more than one (1) Insured named under the Policy, each of the within-named Insured shall for the purposes of this Insurance, be deemed to be insured against fatal injury as herein provided and the Company shall be liable only for a pro-rata proportion of the compensation which otherwise would be payable.

It is also declared and agreed that if the Policy is issued to a corporate insured, all benefits under this Section shall be deleted unless the Insured so nominate a person or persons by Endorsement hereon.

Provided always the liability of the Company under this Section during any one Period of Insurance is limited to the sum specified in the Schedule or one-half of the Total Sum Insured on Contents as aforementioned.

**E. SERVANTS' PROPERTY** The Company will grant indemnity through the Insured for loss or damage caused by any of the Perils to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the Insured's domestic servants, if and so far as such property is not otherwise insured, whilst in the Private Dwelling or any private dwelling, boarding house, lodging house, hotel or inn within the Geographical Area in which such servants are residing with the Insured or any member of his family normally residing with him.

### SECTION III – OTHER CONTINGENCIES:

**A. RENT INSURANCE** The Company will indemnify the Insured for the undermentioned loss actually incurred by the Insured in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum Insured on Buildings and/or Contents :

- a) as the Owner but not Occupier of the premises, the loss of rent; and/or
- b) as the Occupier of the premises, reasonable additional expense necessarily incurred by him at a hotel, lodging house or boarding house.

The total amount recoverable under this Section shall be in addition to the Total Sum Insured on Buildings and/or Contents, whichever Section applicable.

**B. LIABILITY TO THE PUBLIC** The Company will indemnify the Insured against all sums for which the Insured may be held legally liable :

**a) Applicable when Section I - Buildings is Insured**  
As owner of the Private Dwelling House in respect of accidents caused by a defect in the Buildings of the Private Dwelling House or in the Landlord's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto.

**b) Applicable when Section II - Contents is Insured**  
As a private householder occupying the Private Dwelling House in respect of accidents in or about the Private Dwelling House.

Occurring during the Period of Insurance and resulting in :

- 1) Bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the Insured's service.
- 2) Damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Schedule.

The Company will, in addition, indemnify the Insured in respect of:

- a) Legal costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided;
- b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided also that the Company shall not in any case be liable hereunder in respect of:

- i) Injury or damage arising out of or incidental to:
  - (a) the Insured's profession or business, or
  - (b) the ownership, possession or use by or on behalf of the Insured of any lift, vehicle, vessel or craft of any kind.
  - (c) the carrying out of alterations, additions, repairs or decorations to the insured premises.
- ii) Liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply.

This Section shall not apply to any part of the Private Dwelling House used in connection with the profession of the Insured whilst that part of the Private Dwelling House is being so used.

For the purposes of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

## GENERAL EXCEPTIONS:

This Policy does not cover:

### EXCLUDED PERILS

1. Any loss, damage or other contingency 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, riot, military or popular rising, 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 group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.

As regards Section I, IIA, IIB, IIC, IIE and IIIA hereof:

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not insured by this Insurance, except to the extent that the Insured shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any loss, damage or other contingency is not insured by this Insurance, the burden of proving that such loss, damage or other contingency is insured shall be upon the Insured.

### EXCLUDED RISKS

2. (i) (a) Loss or damage occasioned 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; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.  
(b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.  
(ii) Loss, damage or other contingency directly or indirectly caused by or 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 the purpose of this Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.

### CONSEQUENTIAL LOSS

3. Consequential loss or damage of any kind whatsoever except as provided for in Section IIIA hereof.

### EXTENDED PERILS

4. As regards buildings only:
  - (a) Loss or damage by hurricane, cyclone, typhoon or windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such Perils or to metal smoke stacks, awnings blinds, signs and other outdoor fixtures or fittings including gates and fences.
  - (b) Loss or damage caused by subsidence or landslide except when this is occasioned by earthquake or volcanic eruption.

### LIMITS OF LIABILITY

1. The Company shall not be liable:
  - (a) Under Peril 5 for the first RM50.00
  - (b) under Perils 7, 8 and 9, as provided in the Excess Clause applying thereto, for the first one (1) per cent of the Total Sum Insured on Buildings or RM200.00 whichever shall be the less
2. Limit of the amount of the Company's liability under Section IID: RM10,000 or one half of the Total Sum Insured on Contents whichever be the less.
3. Limit of the amount of the Company's liability under Section IIIB: RM50,000 any one accident or series of accidents constituting one occurrence in respect of Section I - Buildings and Section II - Contents, each section respectively.
4. Geographical Area: Malaysia

## GENERAL CONDITIONS:

### INSURANCE CONTRACT

1. This Policy and the Schedule shall be read together as one Contract and any other word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

### RIGHTS

2. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by Endorsement hereon declare the Insurance to be continued.

### THIRD PARTY LIABILITY

3. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
4. The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section IIIB of this Policy such paying guests, boarders and lodgers shall be deemed to be members of the Insured's household.

5. The Total Sum Insured declared by the Insured represents not less than the full value of the insured Buildings and/or Contents and the total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one Period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be substituted therefor by Memorandum hereon or attached hereto signed by or on behalf of the Company.
- AVERAGE** 6. If the property hereby insured shall, at the time of any loss, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.
- CONTRIBUTION** 7. If at the time of any loss, damage or liability insured by this Policy there shall be any other Insurance covering such loss, damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
- OTHER INSURANCES** 8. The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.
- LOSS NOTIFICATION** 9. (a) The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty (30) days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.
- (b) If the Company shall elect to reinstate any building the Insured shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.
- (c) The Insured shall on receiving notice of any accident or claim arising under Section IIIB give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- (d) The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
- RIGHT OF ENTRY / LEGAL PROCEEDINGS** 10. The Company shall be entitled:-
- (a) On the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
- (b) To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything insured by this Policy.
- FORFEITURE** 11. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy all benefits thereunder shall be forfeited.
- CANCELLATION** 12. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
- ARBITRATION** 13. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
- DUTY OF CARE** 14. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Insured is the owner of the Private Dwelling house, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.
- REINSTATEMENT LOSS CLAUSE** 15. In the event of a loss, the insurance hereunder shall be maintained in force for the full Sum Insured and the Insured shall be liable to pay an additional premium at the rate stated on the Policy calculated on the amount of loss on pro rata basis from the date of such loss to the expiry of the current Period of Insurance.
- MARKET VALUE** 16. In the event of a loss to the property insured herein, the Company shall pay the insured value or the market value of the insured property, whichever is the lower subject to the deduction of any excess and amounts which the insured is required to bear under the Policy.

For the purpose of this Condition, the term market value shall mean the value of the property insured herein at the time of damage or

loss less due allowance for wear and tear and/or depreciation.

The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Insurance Act (Malaysia) 1996 or Registered Valuer under the Valuers and Appraisers Act, 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster licensed under the Insurance Act (Malaysia) 1996 or Registered Valuer under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

**W001 RESTRICTION OF MERCHANDISE WARRANTY**

Warranty that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

**W026 PREMIUM WARRANTY**

It is fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this Condition is not complied with then this Contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this Warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this Warranty and 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 on the Insurer.

Subject otherwise to the terms and conditions of the Policy.

It is fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy / Endorsement / Renewal Certificate.

**C01A TEMPORARY REMOVAL CLAUSE  
( Contents of Private Dwelling)**

The property insured under this Policy is insured whilst temporarily removed including whilst in transit but remaining in Malaysia, the Republic of Singapore or Brunei Darussalam for an amount not exceeding 15% of the Sum Insured under (each item of) this Policy.

The amount recoverable under this extension in respect of (each item of) the Policy shall not exceed the amount which would have been recoverable had the loss occurred in the premises from which the property was temporarily removed.

This extension does not apply to property in so far as it is otherwise insured nor to property removed for sale or exhibition or to a furniture depository.

**C02A REMOVAL OF DEBRIS  
(With Separate Sum Insured)**

The Insurance by this item is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in the:

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Item(s) above of this Policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this Policy.

**C02B REMOVAL OF DEBRIS  
(Without Separate Sum Insured)**

The Insurance by this item is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in the:

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or Ringgit Malaysia Two Million (RM2,000,000) in aggregate any one loss, whichever is lower. The Company will not pay any costs and expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this Policy.

Provided always the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

**C03A ARCHITECTS SURVEYOR'S ENGINEER'S AND CONSULTANTS FEES  
(With Separate Sum Insured)**

The Insurance by this item(s) is in respect of Architect's Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the Sum Insured on this item(s).

**C03B ARCHITECTS SURVEYOR'S ENGINEER'S AND CONSULTANTS FEES  
(Without Separate Sum Insured)**

The Insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the Sum Insured against each item.

**C06A MORTGAGEE (CHARGE) CLAUSE I**

Loss, if any, payable to ..... as Mortgagee (Chargee) as interest may appear in this Insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act of neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other

proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property Insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or any other party or parties insured hereunder or from any securities or funds available.

**Non-Cancellation Clause**

And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

Note: When the interest is that of Chargee or Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

**C013 ESCALATION CLAUSE**

In consideration of payment of an additional premium amounting to 50% of the premium produced by applying the percentage specified in the Policy Schedule of the first or the annual premium as appropriate on the item(s) stated in the Policy Schedule, the Sum(s) Insured thereby shall, during the Period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the Sums Insured in force at the commencement of each Period of Insurance.

At each renewal date the Insured shall notify the Insurers:

- (i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the Period of Insurance up to that renewal date, and
- (ii) the specified percentage increase(s) required for the forthcoming Period of Insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the Period of Insurance from renewal.

All the Conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**C014 COINSURANCE AND LEADER CLAUSE**

It is hereby declared and agreed notwithstanding anything contained in the within Policy, or on any Endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the Companies specified in the Policy Schedule each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the Period of Insurance stated in the Schedule the Insured shall sustain loss or damage in the circumstances provided for by this Policy indemnify the Insured in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Policy/ Endorsement/ Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the mentioned Insurance Companies had issued a separate Policy for its individual proportion of the Sum Insured.

**C015 AUTOMATIC RENEWAL CLAUSE**

This Policy is deemed to be automatically renewed and the appropriate premium charged upon expiry unless otherwise instructed.

**C016 REINSTATEMENT VALUE CLAUSE**

Notwithstanding anything to the Contrary contained in Condition 16 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items Nos .....of) the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the costs of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

**SPECIAL PROVISIONS**

- 1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (12) months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein shall be made.
- 2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein.
- 3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property insured has been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril Insured against by this Policy, then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
- 4. This Memorandum shall be without force or effect if:
  - (a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
  - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- 5. No payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property Insured hereunder such property shall be insured by any other Insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

**C018 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OR PUBLIC AUTHORITIES**

The Insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local authority provided that:

- 1. (a) The change recoverable under this extension shall not include:
  - (i) in respect of destruction or damage occurring prior to the granting of this extension
  - (ii) in respect of destruction or damage not insured by the Policy.
  - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
  - (iv) in respect of in damaged property or undamaged portions of property.
- (b) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations of Bye-Laws.
- 2. The work of-reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increase.
- 3. If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
- 4. The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
- 5. All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**C021 LEASING ENDORSEMENT**

It is hereby understood and agreed that the lessors as specified in the Policy Schedule are the owners of the property insured by item mentioned in the Schedule and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the Insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this Endorsement could be payable to the Insured under this Policy in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the Policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the Company respectively under or in connection with this Policy.

**Non-Cancellation Clause**

And it is further agreed that cancellation of the Policy shall not be effected by the Insured except upon prior notification to the Lessor in writing giving fourteen (14) day notice to the last known address of the Lessor.

**C026 HIRE PURCHASE ENDORSEMENT**

It is hereby understood and agreed that the hire purchase company specified in the Policy Schedule are the Owners of the property insured by item(s) mentioned in the Schedule and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the Owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured \*\*\* as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this Policy.

It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

**Non-Cancellation Clause**

And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Owner in writing giving fourteen (14) days notice to the last known address of the Owner.

**C029 APPRAISEMENT CLAUSE**

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisalment of the undamaged property shall be required.

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

**C033 AGREED VALUE ENDORSEMENT FOR ART OBJECTS/PAINTINGS, ANTIQUES AND SUCH LIKE ITEMS**

It is hereby declared and agreed that in the event of the undernoted item(s) of property insured being totally lost, destroyed or damaged by any peril insured against, the liability of the Insurers shall not exceed the corresponding agreed value stated in the Schedule:

<b>Property Insured</b>	<b>Agreed Value</b>
<b>As specified in the Schedule</b>	<b>As specified in the Schedule</b>

Notwithstanding anything contained in this Policy to the contrary, where any insured items consist of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set.

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

**C034 OTHER INSURANCE CLAUSE**

It is understood and agreed that the insured shall be deemed to have complied with Condition No. 3 of this Policy provided that he has declared to the Company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

- C035 PAIRS AND SETS CLAUSE**  
It is hereby declared and agreed that notwithstanding anything contained in this Policy to the contrary, where any insured item consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.
- Subject otherwise to the terms exceptions and conditions of the Policy.
- C42B DATE RECOGNITION (WITHOUT SAVINGS CLAUSE)**  
It is noted and agreed this Policy is hereby amended as follows :-
- A.** The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
1. correctly recognize any date as its true calendar date;
  2. capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
  3. capture, save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or alter any date.
- B.** It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C.** It is further understood that the Company will not pay any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any device, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D.** It is further understood that the Company will not pay any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.
- Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.
- Subject otherwise to the terms and conditions of the Policy.
- C045 PROPERTY DAMAGE CLARIFICATION CLAUSE**  
Property damage insured under this Policy shall mean physical damage to the substance of property.
- Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, corruption or a deformation of the original structure.
- Consequently the following are excluded from this Policy:
- A.** Loss of or damage to the data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of Insured physical damage to the substance of property, shall be insured.
- B.** Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
- C046 ASBESTOS EXCLUSION CLAUSE (Applicable to Section IIIB Only)**  
The "Liability to the Public" section of this Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
1. asbestos, or
  2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- C047 RADIOACTIVE / NUCLEAR ENERGY RISK EXCLUSION CLAUSE**  
This Insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-
1. ionizing radiations from or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;
  2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- P001 ENDORSEMENT NO. 1**  
**(For Use with Policies issued to Cover Section I - Buildings of Blocks of Flats)**  
It is hereby declared and agreed that:
1. Reference in this Policy to the Private Dwelling House shall be deemed to mean the Private Flats.
  2. Peril 4 is deleted and replaced by the following:

"IMPACT with any of the buildings by any road vehicles, or animals not belonging to or under the control of:

- (a) the Insured or his agent or
- (b) any person resident on the Private Flats or his agent or servant."

3. Section IIIB - Liability to the Public is deleted and replaced by the following:

"The Company will indemnify the Insured in respect of his legal liability for claims made on him as owner of the buildings specified in the Schedule but not as a resident occupying any part of the buildings in respect of accidents occurring during the Period of Insurance directly caused by any defect in the said buildings or in the landlord's fixtures and fittings or in the walls gates fences and trees around and pertaining thereto resulting in:

- (i) Bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in and upon the service of the Insured.
- (ii) Damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum of RM50, 000.

The Company will, in addition, indemnify the Insured in respect of :

- (a) Legal costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as herein before provided;
- (b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided always that the Company shall not be liable in respect of claims arising out of or incidental to :

- (a) the Insured's profession or business, or
- (b) the ownership, possession or use by or on behalf of the Insured of any lift, vehicle, vessel or craft of any kind or
- (c) the carrying out of alterations, additions, repairs or decorations to any part of the said premises or
- (d) damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat in the said buildings for the sole purpose of such flat) or
- (e) liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy so far as they can apply."

P002

#### ENDORSEMENT NO. 2

**(For Use in Conjunction with Endorsement No 1 when Policies are Extended to Cover Landlords' Household Goods and Furnishings in Blocks of Flats.)**

Whereas the Insured has notified the Company that the Private Flats within mentioned will be let partly furnished and has declared that the amount stated hereunder is not less than the full value of the household goods and furnishings contained therein and belonging to the Insured.

It is hereby declared and agreed that in consideration of the payment of an additional premium, the indemnity granted by this Policy shall as regards loss or damage by any of the perils enumerated in this Policy as herein after amended extend to apply to such household goods and furnishings whilst contained in the Private Flats for an amount not exceeding RM..... in all which shall apply in equal proportions to each Private Flat unless stated hereon to the contrary. For the purpose of Section IIIA - Rent Insurance, the above amount is deemed to be added to the Total Sum Insured on Buildings as stated in the Schedule.

Provided that:

- (1) This insurance shall not apply to:
  - (a) household goods, furnishings or personal effects of any description brought into the Private Flats by tenants
  - (b) gold or silver articles
- (2) For the purpose of this Endorsement but not otherwise the Perils under this Policy shall be deemed to read as follows:  
**"CONTINGENCIES RELATING TO HOUSEHOLD GOODS AND FURNISHINGS"**

Loss or Damage caused by any of the undermentioned Perils to household goods and furnishings as specified:

- 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 the Insured or any member of his family.
  - a) the Insured or his agent or servant,
  - b) any person resident in the Private Flats or his agent or servant.
- 5. BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES excluding:
  - a) in respect of each and every loss the amount stated in the Schedule.
  - b) destruction or damage occurring while the Private Dwelling House is left untenanted.
- 6. THEFT but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat.
- 7. HURRICANE, CYCLONE, TYPHOON, WINDSTORM
- 8. EARTHQUAKE, VOLCANIC ERUPTION
- 9. FLOOD (including overflow of the sea)

It is further declared and agreed that

- (i) for the purposes of this Endorsement but not otherwise General Exception 4 is deleted.
- (ii) the words "or in the landlord's household goods and furnishings therein" are deemed to be added to the first paragraph of Section IIIB - Liability to

the Public after the words "landlord's fixtures and fittings."

Subject otherwise to the Terms of the Policy.

**P003 ENDORSEMENT NO. 3  
(For Use to Provide Increased Indemnity Limits Under Section IIIA of Policies)**

It is hereby declared and agreed that in consideration of the payment of an additional premium, the limit of the amount of the Company's liability under Section IIIA is increased to ..... ( ) per cent of the Total Sum Insured on Buildings and/or Contents.

**P004 ENDORSEMENT NO. 4  
(For Use with the Policy in Connection with Section IID When the Policy is Issued to a Corporate Insured and Only Specific Person or Persons are Nominated)**

A. When one person is nominated:

"MEMO:- Compensation for Death of the Insured. It is hereby declared and agreed that for the purposes of the Insurance by Section IID of this Policy the below - Named Person shall alone be deemed to be insured against fatal injury as therein provided."

\_\_\_\_\_  
(Name) (Name)

B. When more than one person is nominated:

"MEMO:- Compensation for Death of the Insured. It is hereby declared and agreed that for the purposes of the Insurance by Section IID of this Policy the below - Named Persons shall be deemed to be insured against fatal injury as therein provided, each to an amount not exceeding \*..... of the compensation payable under the said Section."

\_\_\_\_\_  
(Name) (Name)

\*Here insert the fraction according to the number of persons deemed to be insured under the Section."

**P005 ENDORSEMENT No. 5  
(For Use in Extending the Policy to Grant Extended Theft Cover)**

(i) **Endorsement No. 5A  
(For Use in Extending the Policy to Grant Extended Theft Cover (Excluding Theft by Domestic Servant(s) or Any Member of the Insured's Family or Household)**

MEMO :- Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, Perils 6 of this Policy shall be amended to read as follows:

THEFT or any attempt thereat EXCLUDING:

1. (a) theft whilst the Building or any part thereof are lent, let or sub-let,
  - (b) theft from any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium,
  - (c) theft of servant's property other than from the private dwelling house or private flat /apartment/condominium
- UNLESS accompanied by actual forcible and violent breaking into or out of a building.
2. Theft
  3. The first 1% of the Total Sum Insured or RM250, whichever is the lower
  4. Loss or damage to contents due to theft by the Insured's domestic servant(s) or any member of the Insured's family or household.

PROVIDED that in the event of the Private Dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period or not in any one Period of Insurance the insurance against Theft shall, unless otherwise agreed by Endorsement hereon, be entirely suspended in respect of any period or periods during which the Private Dwelling may be unoccupied in excess of the aforesaid ninety (90) days.

As regards the Extension relating to property temporarily removed the insurance against Theft shall apply only:

- (a) at any Bank, Safe Deposit or occupied private dwelling.
- (b) in any building where the Insured or any member of his family is residing.
- (c) In the course of removal to or from any Bank or Safe Deposit whilst in the charge of the Insured, a member of his family or authorized servant.

In all other cases the insurance is restricted to Theft accompanied by actual forcible and violent breaking into or out of a building.

Subject otherwise to the Terms of the Policy.

(ii) **Endorsement No. 5B is incorporated to read as:**

**Endorsement No.5B  
(For Use in Extending the Policy to Grant Extended Theft Cover (Including Theft by Domestic Servant(s) Only)**

MEMO :- Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, Peril 6 of this Policy shall be amended to read as follows:

THEFT or any attempt thereat EXCLUDING:

1. (a) theft whilst the Building or any part thereof are lent, let or sub-let,
- (b) theft from any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium,
- (c) Theft of servants' property other than from the 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, whichever is the lower.

PROVIDED that in the event of the Private Dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Insurance the insurance against Theft shall, unless otherwise agreed by Endorsement hereon, be entirely suspended in respect of any period or period during which the Private Dwelling may be unoccupied in excess of the aforesaid ninety (90) days.

As regards the Extension relating to property temporarily removed the insurance against Theft shall apply only:

- (i) at any Bank, Safe Deposit or occupied private dwelling.
- (ii) in any building where the Insured or any member of his family is residing.
- (iii) In the course of removal to or from any Bank or Safe Deposit whilst in the charge of the Insured, a member of his family or authorised servant.

Subject to the foregoing, Section II – CONTENTS, of this policy is extended to cover loss of or damage to contents due to theft by the Insured's domestic servant(s).

In all other cases the insurance is restricted to Theft accompanied by actual forcible and violent breaking into or out of a building.

Subject otherwise to the Terms of the Policy.

**P006 ENDORSEMENT NO. 6**  
**(For Use to Provide Increased Indemnity Limits Under Section IIIB of Policies)**

It is hereby declared and agreed that in consideration of the payment of an additional premium, the Limit of the amount of the Company's liability under Section IIIB is increased to the limit of liability as stated in the Schedule.

**P007 ENDORSEMENT NO. 7**  
**(For Use to Extend the Policy to Include Insurance of Plate Glass)**

Endorsement extending the insurance under Policy No. .... in the name of ..... and declared to be forming a part thereof as if written or printed thereon.

In consideration of the payment by the Insured to the Company of an additional premium, this Insurance is extended to cover accidental breakage of glass sheets fitted to the structure of the building subject to the terms, exceptions, limits and conditions contained herein.

If, during the Period of Insurance, any of the glass sheets fitted to the structure of the building shall be accidentally broken, the Company will:

1. replace such broken glass with glass of a similar manufacture or quality or at the option of the Company pay to the Insured, an amount equivalent to the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet.
2. pay the cost necessarily incurred in boarding up the aperture caused by such breakage for which the Company is liable hereunder.

**EXCEPTIONS:**

This Insurance does not cover:

- (a) breakage of or damage to frames or framework of any description.
- (b) the cost of removal or replacement of any fittings or fixtures
- (c) breakage of glass in conservatories, greenhouses or outbuildings.
- (d) breakage of glass which is broken or damaged at the commencement of this Insurance.
- (e) any consequential loss

Subject otherwise to the terms of the Policy.

**P008 / E008\*\* ENDORSEMENT NO. 8**  
**(For Use to Extend the Policy to Include Riot, Strike and Malicious Damage Cover)**

Endorsement extending the Insurance under Policy No. .... in the name of ..... and declared to form part thereof as if written or printed thereon.

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby declared that notwithstanding anything in the within written Policy contained to the contrary, the insurance under \* this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):

Loss of 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 being an occurrence mentioned in General Exception 1 of the Special Conditions hereof.
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 willful act of any striker or locked-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.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the Insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:

Loss of or damage to the property insured directly caused by 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 General Exception 1 of the Endorsement but the Company shall not be liable under this extension 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 thereat or caused by any person taking part therein.

Provided always that all the Conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

**Note:** Note: If certain items only of the Policy are to be insured against Riot and Strike, insert the words "items.....of" and "under the items hereinbefore referred to but none other" at \* and \*\* respectively.

**SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered General Exceptions and Conditions of the Policy the following:-

#### **GENERAL EXCEPTION 1**

This Insurance does not cover any 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 rising, military rising, 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 thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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 proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not insured by this Insurance, the burden of proving that such loss or damage is insured shall be upon the Insured.

#### **GENERAL EXCEPTION 2**

This Insurance does not cover:

- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

#### **CONDITION 6**

If the property hereby 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 Endorsement be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

#### **CONDITION 12**

This Insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the Insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it.

PROVIDED that it is hereby further expressly agreed and declared:

1. All the Conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
2. The Special Conditions herein shall apply only to the Insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

*Note: E008\*\* - for use in Mayban General Assurance Berhad's Houseowner/Householder Policy only.*

#### **P009 ENDORSEMENT NO. 9**

**(For Use in Extending the Policy 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)**

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby declared and agreed that the words "or to metal smoke stacks, awnings, blinds, signs and other outdoor fixtures and fittings including gates and fences" under General Exception 4(a) of the Policy is deemed to be deleted.

#### **P010 ENDORSEMENT NO 10**

**(For Use in Extending the Policy to Cover Alterations Repairs and Additions (But Not Appreciation in Value in Excess of the Sum Insured).**

In consideration of the payment by the Insured to the Company of an additional premium, this insurance is extended to cover alterations, repairs and additions (but not appreciation in value in excess of the Sum Insured) to Buildings for an amount not exceeding 25% of the Total Sum Insured on Buildings. For the purpose of this Endorsement, proviso 2(i)(c) of Section III-B of this Policy is deemed to be deleted.

### **THE SCHEDULE**

PLEASE AFFIX THE SCHEDULE HERE.

### **IMPORTANT NOTICE**

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO FMB**

Any Policyholder who is not satisfied with the decision of the senior management of an Insurance Company, may write to the "Mediator, Insurance Division of FMB", 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 may be sent to facilitate tracing the case file kept by the Insurance Company.

If the Mediator makes an award against an Insurance Company, the Policyholder is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Policyholder decision.

There is no appeal procedure within the FMB. If the Policyholder does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Insurance Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

#### **FINANCIAL MEDIATION BUREAU (FMB)**

Tingkat 25, No. 4

Jalan Sultan Sulaiman

50000 Kuala Lumpur.

Tel : 03 - 2272 2811

Fax : 03 - 2274 5752

Website : [www.fmb.org.my](http://www.fmb.org.my)

### **PROCEDURE FOR COMPLAINT TO CSB**

Any Policyholder or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

The Manager

#### **CUSTOMER SERVICES BUREAU (CSB)**

Insurance Regulation Department

Bank Negara Malaysia

P. O. Box 10922

50929 Kuala Lumpur

Tel : 03 – 2698 8044

Ext. 7646, 7793, 7466

Fax : 03 – 2691 2990

### **OUR COMMITMENT TO HIGH STANDARD OF CUSTOMER SERVICE**

We do everything we can to ensure that you receive the high standard of service you expect. If we fall below these standards, or you are unhappy with our service, please write to our Head of Feedback Centre who will ensure that your feedback is dealt with instantly.

The address is:

Head Feedback Centre, 19<sup>th</sup> Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to: **03-2710 2463**

## NETWORK

### KUALA LUMPUR (MAIN)

Level 4, Tower 1  
 Etiqa Twins, 11, Jalan Pinang  
 50450 Kuala Lumpur  
 Telephone : 03-2176 9150  
 : 03-2176 9020  
 Facsimile : 03-2164 5926

### CUSTOMER SERVICE

Ground Floor, Tower 1  
 Etiqa Twins, 11, Jalan Pinang  
 50450 Kuala Lumpur  
 Telephone : 03-2176 9393  
 Facsimile : 03-2710 3406

### SUBANG JAYA

121 & 121A, Jalan SS17/1A  
 Subang Jaya  
 47500 Petaling Jaya, Selangor  
 Telephone : 03-5635 9968  
 Facsimile : 03-5621 1411

### KLANG

Bangunan Etiqa  
 5, Jalan Miri  
 41400 Klang, Selangor  
 Telephone : 03-3341 3225  
 : 03-3342 9622  
 Facsimile : 03-3342 1951

### PUTRAJAYA

Level 2, Block A  
 T 02 - U 07 Jalan P 8 C-2  
 Precint 8  
 62250 Putrajaya  
 Wilayah P. Putrajaya  
 Telephone : 03-8888 5240  
 : 03-8888 5245/6  
 Facsimile : 03-8888 5237

### SEREMBAN

Bangunan Etiqa  
 Lot 2D & 2E, Tingkat 2, Wisma DPMNS  
 Jalan Datuk Bandar Tunggal  
 70000 Seremban  
 Negeri Sembilan  
 Telephone : 06-7627255  
 : 06-7623543  
 Facsimile : 06-7637957

### MELAKA

Bangunan Etiqa  
 350 & 351  
 Taman Melaka Raya  
 75000 Melaka, Melaka  
 Telephone : 06-284 1558  
 : 06-284 0253  
 Facsimile : 06-283 7901

### HEAD OFFICE

**ETIQA INSURANCE BERHAD (9557-T)**  
 (Formerly known as Malaysia National Insurance Berhad)  
 Level 19, Tower C, Dataran Maybank  
 No. 1, Jalan Maarof  
 59000 Kuala Lumpur, Malaysia  
 General Line : 03-2297 3888  
 General Facsimile : 03-2297 3800  
 Website : [www.etiqa.com.my](http://www.etiqa.com.my)

### TAWAU

TB4319 - TB4320, 1st Floor  
 Lot 6 & 7, Block 31  
 Fajar Complex  
 91031 Tawau, Sabah  
 Telephone : 089-771 577  
 : 089-771 586  
 Facsimile : 089-762 799 (G)  
 : 089-764 918 (L)

### JOHOR BAHRU

Bangunan Etiqa  
 18 & 20, Susur 1  
 Off Jalan Tun Abdul Razak  
 80000 Johor Bahru, Johor  
 Telephone : 07-224 5566  
 : 07-224 5648  
 Facsimile : 07-223 5991

### PULAU PINANG

Bangunan Etiqa  
 30 & 32, Ground Floor  
 Lebuh Bishop  
 10200 Pulau Pinang  
 Telephone : 04-261 5289  
 Facsimile : 04-262 4255

### KOTA KINABALU

Bangunan Etiqa  
 Lot 88, MPKK  
 18, Block 1, Asia City  
 88000 Kota Kinabalu, Sabah  
 Telephone : 088-256 830  
 : 088-211 326  
 Facsimile : 088-224 058

### BATU PAHAT

19, Jalan Kundang  
 Taman Bukit Pasir  
 83000 Batu Pahat, Johor  
 Telephone : 07-4330670  
 : 07-4330680  
 Facsimile : 07-4330750

### SUNGAI PETANI

Bangunan Etiqa  
 23L, Jalan Kampung Baru  
 08000 Sungai Petani, Kedah  
 Telephone : 04-422 7955  
 Facsimile : 04-422 7525

### MIRI

Lot 857, Blok 1, Floor 1  
 MCLD, Jalan Permaisuri  
 P.O. Box 2203  
 98000 Miri, Sarawak  
 Telephone : 085-416 191  
 : 085-416 619  
 Facsimile : 085-424 549

### KUANTAN

B16, Jalan Tun Ismail 1  
 Sri Dagangan  
 25000 Kuantan, Pahang  
 Telephone : 09-515 7058  
 : 09-515 7107 (G)  
 : 09-515 7490 (L)  
 Facsimile : 09-515 6957  
 : 09-515 4234

### ALOR SETAR

Bangunan Etiqa  
 1554, Jalan Kota  
 05000 Alor Setar, Kedah  
 Telephone : 04-731 5440/1  
 : 04-733 1122  
 Facsimile : 04-733 7372

### BINTULU

No.57, 1st Floor  
 Lot 2325, BDA-Shahida  
 New Town Centre  
 Lebuhraya Abang Galau  
 97000 Bintulu, Sarawak  
 Telephone : 086-335 985  
 : 086-338 607  
 Facsimile : 086-339 252

### KUALA TERENGGANU

Bangunan Etiqa  
 1N, Jalan Air Jernih  
 20300 Kuala Terengganu  
 Terengganu  
 Telephone : 09-623 1511  
 Facsimile : 09-623 0188

### KANGAR

Bangunan Etiqa  
 269 & 271, Jalan Baru  
 01000 Kangar, Perlis  
 Telephone : 04-976 1106  
 : 04-976 5640 / 1333  
 Facsimile : 04-976 8935

### SIBU

47 (1st & 2nd Floor)  
 Jalan Tuanku Osman  
 96000 Sibu, Sarawak  
 Telephone : 084-321 546  
 Facsimile : 084-320 450

### KOTA BHARU

Bangunan Etiqa  
 Lot 264 & 265, Seksyen 8  
 Jalan Kebun Sultan  
 15350 Kota Bahru, Kelantan  
 Telephone : 09-744 5714  
 : 09-748 2835  
 Facsimile : 09-747 1722

### SANDAKAN

Lot B2, Block 12, 3rd Avenue  
 90000 Sandakan, Sabah  
 Telephone : 089-201 226 / 7/8  
 : 089-201 230  
 Facsimile : 089-201 229

### KUCHING

Bangunan Etiqa  
 Block G15 & 16  
 Jalan Padungan  
 Taman Sri Sarawak Mall  
 93100 Kuching, Sarawak  
 Telephone : 082-416 879  
 Facsimile : 082-416 564

### IPOH

Bangunan Etiqa  
 5 & 7, Jalan Dato' Seri Ahmad Said  
 30450 Ipoh, Perak  
 Telephone : 05-241 8077  
 : 05-253 4477  
 Facsimile : 05-255 5711

### WILAYAH PERSEKUTUAN

**LABUAN**  
 Lot 60, Blok G, Ground Floor  
 Jati Commercial Centre  
 Off Jalan Tun Mustapha /  
 Jalan Kemajuan  
 87013 Wilayah P. Labuan  
 Telephone : 087-408 041/2  
 Facsimile : 087-417 675

### BRUNEI

No.9, 1st Floor  
 Bangunan Haji Mohd Salleh  
 Gadong BE 3719  
 Bandar Seri Begawan  
 Negara Brunei Darussalam  
 Telephone : (00673) 2443393  
 Facsimile : (00673) 2445122