AmAssurance

AMB HOUSEHOLD GUARD

HOUSEHOLDER

Liberty General Insurance Berhad 197801007153 (44191-P)

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P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).

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AMB HOUSEHOLD GUARD POLICY

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

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 **Liberty General Insurance Berhad** (hereinafter called "**The Company**"). However, in the event of any pre-contractual misrepresentation made in relation to the **Insured**'s answers or in any disclosures given by the **Insured**, 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 the **Insured** and **The Company**.

For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

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 **Liberty General Insurance Berhad** (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 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** were 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.

Endorsements and Renewals

You are required before **endorsement** or renewal of **Your** insurance, to tell **Us** everything **You** know that is relevant and that a reasonable person under the circumstances could be expected to know. For any information given that may be deemed to increase the risk of loss or damage, **we** may require **You** to pay an additional **premium.**

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, failing which all benefits under this **Policy** may be forfeited.

INSURING CLAUSE

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

This cover will be given on the basis:-

i) that **You** agree to pay **Us** the **Premium** for the cover, and

ii) of the verbal / written information provided by **You** at the point of entering into this contract.

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** contents.

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**.

What is Covered	What is Not 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 (1/3) of the Total **Sum Insured** on Contents, unless such article is specially declared as a separate item; c) Total value of antiques, valuable paintings and other artifacts shall not exceed one third (1/3) of the Total Sum Insured on Contents, unless such article is specially declared as a separate item; d) Total value of cash, currency note, bank notes and coins collection shall not exceed RM1,000.00. e) Total value of personal effect kept outside the private dwelling but within the insured compound shall not exceed RM1,000.00 f) Total value of household goods and the like kept in refrigerator shall not exceed RM200.00.	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**.

Geographical Area confine to within Malaysia unless otherwise being endorse into the policy.

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.

INSURED EVENTS

What is Covered	What is Not Covered
We will provide cover for loss or damage to Your Contents 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.	**We** will not provide cover for loss or damage to Your Contents as follows:
5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes	a) The **Excess** amount stated on the **Schedule**. b) Destruction or damage occurring while the Private Dwelling House is left unoccupied (90 days).
6) Full Theft,	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, any member of **Your family or** by any person lawfully on the premises.
7) Hurricane, Cyclone, Typhoon, Windstorm	The **Excess** amount stated in the **Schedule**.
8) Earthquake, Volcanic Eruption	The **Excess** amount stated in the **Schedule**.
9) **Flood**	The **Excess** amount stated in the **Schedule**.
10) **Robbery and hold up** in the premises of your property 11) Riot, Strike, Malicious Damage	

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.

Applicable for Contents

Applicable if **Your** Policy insures **Your Contents** only:

A) Contents Temporarily Removed

What is Covered	What is Not 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.	a) Contents removed for sale or exhibition. b) Contents placed at furniture storage area. c) 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.

B) Breakage to Mirrors

What is Covered	What is Not 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.	a) Hand Mirrors

C) Personal Accident

What is Covered	What is Not Covered
In the event of death or permanent disability to the Insured or to any member of the household caused by violent, accidental, external and visible means which solely and independently of any other cause results in his/ her death or disablement, this section will indemnify the Insured or injured person the sum specified in the schedule below: Schedule of Benefits / Benefit / person Death / Permanent Disability (bed-ridden) RM 10,000 Loss of both hands and / or both feet RM 10,000 Loss of sight of both eyes and / or hearing of both ears RM 10,000 Loss of sight one eye and one hand / one foot RM 10,000	a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny or popular rising, military insurrection, rebellion, revolution, military or usurped power, martial law of state, confiscation, nationalization, requisition by or under the order of any Government or public or local authority and any act person acting on behalf or in connection in any organisation in activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence means; b) direct or active of participation in strike, riot or civil commotion; c) insanity, suicide (whether sane or insane) any attempt thereat or intentional self-injury;

Loss sight of one eye / hearing on one ear	RM 5,000
Loss of one hand / one foot	RM 5,000

The Policy will be extended to cover up to 5 Household Members whereby each member will be covered up to RM10,000.00 per annum. **TheCompany**'s liability limit per annum will be RM50,000.00. The territorial limit will be worldwide.

For the purpose of this Section the expression "Household Members" shall be deemed to include the Insured's family members i.e. spouse, children, parents and parent in-laws residing permanently in the Private Dwelling during the Period of Insurance.

The word "children" as used herein shall include the Insured's acknowledged natural children, stepchildren, legally adopted children and foster children.

d) venereal disease, Acquired Immune Deficiency Syndrome (AIDS), infection or parasites;

e) the Insured being affected/influence (temporarily or otherwise) by alcohol or drugs;

f) childbirth, miscarriage, pregnancy, abortion unless caused solely and directly by the accident, pre-existing physical defect or infirmity:

g) the Insured being in or on entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Insured is travelling as a passenger other than a member of the crew and not for the purpose of undertaking any trade or technical operation therein and thereon;

h) while committing or attempting to commit criminal or unlawful act or driving offence;

i) murder/ provoked murder or assault

j) while engaging in or practising for winter sports, hunting, motor cycling (whether as pillion or rider) gliding including hand gliding or para- gliding, parachuting, mountaineering, necessitating the use of ropes or guides, scuba-diving, deep sea fishing, yachting other than inshore sailing, skating, show jumping, boxing, wrestling, or any form of martial arts and professional sports of any kind;

k) nuclear weapons material, ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of the nuclear fuel and for the purpose of these exclusion, combustion shall include any self-sustaining process of nuclear fission;

D) Servants Property

What is Covered	What is Not 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.	a) Cash, currency notes, bank notes and stamps.

E) Rent Insurance

What is Covered	What is Not 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 additional to the Total **Sum Insured** as stated on the **Schedule**.	

F) Liability to the Public

What is Covered	What is Not 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: a) Liability as owner of the insured **Building** caused by a defect in the buildings. b) 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: i) 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**. ii) Legal costs and expenses incurred by **You** or Spouse with **Our** consent. If **Building**s are for Blocks of Flats or Apartments, Our indemnity to **You** is restricted to **Your** legal liability for claims made on **You**	a) Any claims brought against **You** or Spouse, in any country in courts outside Malaysia. b) All legal costs and expenses which are not incurred in or recoverable in Malaysia. c) **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 **Building**s), for insurance for Private Flats or Apartments; • Any contractual agreement; • Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related

as owner of the **Building**s/Unit, as specified on the **Schedule**, but not as a resident occupying any part of the insured **Building**s 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.	injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos; • Any part of the insured **Building**s used in connection with **Your** profession or business.

G) Others Extra Benefits

What is Covered	What is Not Covered
Damage to Locks,and Keys It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against loss or damage to the Insured's **Premises,** locks and keys resulting from theft or robbery by forcible and violent means or any attempt thereat, the liability of **The Company** being limited to RM200.	
Removal of Debris It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against the costs and expenses necessarily incurred by the Insured with the consent of **The Company** in the removal of debris resulting from the property insured being destroyed or damaged by any perils insured against. The liability of **The Company** being limited to RM2,000. This is an additional benefits that is provided separately from the original contents sum 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.
Fire Brigade Charges It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against Fire Brigade charges resulting from the property insured being destroyed or damaged by any perils insured against. The costs and expenses necessarily incurred by the Insured shall deemed not to exceed RM5,000.00. This is an additional benefits that is provided separately from the original contents sum insured.	

OPTIONAL EXTENSION (s) (to read in conjunction with the exclusions in this schedule unless otherwise be specified)

Financial Obligation

In the event of a claim admissible arising from loss or damage to the contents in this policy, **We** will settle the monthly repayment sum or installment up to RM10,000 in respect of the outstanding balance of Insured Person's housing loan and/or car loan and/or credit card account which shall include all arrears in interest until and including the date of accident. For outstanding credit card billing balance, **We** shall include supplementary cardholder's outstanding credit card billing balance provided the supplementary cardholder(s) is/are not gainfully employed at the material time of the accident. If any of the loan(s) or credit card account is in joint names, **Our** liability is limited to the proportionate part of the monthly repayment sum or installment attributable to the Insured Person. The total amount payable is up to the sum insured specified in the **Schedule**/Certificate of Insurance.

Runaway Tenant

Sections of Cover.

Insurance Coverage	**Limit of Liability**	**Period of Insurance**
Landlord Insurance	Per claim: RM1,000 Annual Aggregate: RM1,000	12 months

Schedule

This Insurance Coverage provides coverage to the Insured Events when You act as a **Landlord** and have rented **Your Building** to a **Tenant**.

Insured Event

1. Malicious Damage by Runaway **Tenant**
   We shall pay for **Your** loss or damage to **Your Contents** caused by the malicious act of **Your Tenant** up to the limit stated in the **Schedule** during the **Period of Insurance in the event of a Runaway Tenants**.
2. Runaway Tenant
   We shall pay **You** an amount up to a maximum of 2 months rental for **Your loss** of rent and any outstanding utility bills in the event of a **Runaway Tenant**.

Our total limit of liability for claims of any of the Insured Event shall not exceed the sum specified in the **Schedule**.

Conditions

1. Change in risk condition

   You must inform Us immediately of any change in circumstances from the date the information of the circumstances are declared in the proposal form and at anytime during the **Period of Insurance**. If **You** do not comply with this condition we have the right to refuse to pay **Your** claim.

2. Claims notification condition

   You or **Your** legal representative must as soon as practical

   a. give us notice of any circumstances which might lead to a claim under this Policy.
   b. give us all the information we request
   c. make a police report of the **Runaway Tenant** and the malicious damage caused by the **Tenant** or the **Runaway Tenant**.
   d. provide us with a copy of the Police Report.
   e. provide us with the below documents
      1. Tenancy agreement

2. Pictures of unit /Picture of the appliances, loose furniture/built in cabinet that is broken beyond repairs
3. evidence of rental collection record
4. Latest 3 months electrical bill
5. Claim form

3. Claims procedures conditions
   a. **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimize the claim.
   b. At **Your** expense **You** must provide **us** with full details in writing of any loss or damage and any further information or declaration **we** may reasonable require.
   c. Following a claim **you** must allow **us** or anyone authorized by **us** access to **Your Building**.

4. Fraud

   If **You** or anyone acting for **you**:

   a. Knowingly makes a fraudulent or exaggerated claim under **Your** policy;
   b. Knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
   c. Knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

   We reserve the rights to:

   a. refuse to pay the claim;
   b. declare the policy void with effect from inception , without any refund of premium paid;
   c. recover any sums that we have already paid under the policy in respect of the claim and any previous claims; and
   d. make a police report of the commission of fraud.

5. Subrogation

   We are entitled to, at our expense, undertake in **Your** name and on **Your** behalf:
   a. The full conduct, control and settlement of any proceedings;
   b. Recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

6. Exclusions

   No claims whatsoever is payable for loss or damage due to the following circumstances:
   a. Destruction or damage which occurs when the **Building** is left unoccupied;
   b. theft;
   c. any adjacent construction or repair;
   d. natural disasters or catastrophe;
   e. any act of terrorism, war, invasion, hostilities, or warlike operations;
   f. any personal collection including but not limited to cash, currency notes, bank notes and stamps;
   g. normal wear and tear of the **Building**;
   h. Poor housekeeping by **You** or anyone that **You** have allowed to occupy the **Building** which includes but not limited to **Your Tenant**,
   i. **Your** family members, and **Your** Tenant's family members; or
   j. Cost of cleaning, re-decorating, painting or wall-papering.

Waiver of Sublimit for Electronic/Kitchen Appliance/Jewellery/Watch/Branded Goods

In conjunction with the additional premium paid, we agree to cover the categories up the limit as specified in the **Schedule**. The condition of cover under section 1 shall revise per below captioned:
The cover for the contents shall be covered up to the policy limit as stated in the **Schedule**

a) furniture, pianos, organs, household appliances, Electronic appliances, radios, television sets, video recorder sets, Hi- Fi equipment shall be cover up to the limit as stated in the **Schedule**

b) platinum, gold and silver articles, jewellery, watches and furs

GENERAL EXCEPTIONS

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.

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

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 - F) 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
- loss adjuster licensed under the Insurance Act 1996, or
- Registered Valuer under the Valuers and Appraisers 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

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.

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 of 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.

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 mean time, 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.

"**Building**" means the real property owned by the **Landlord** and leased or rented to another person or entity called the **Tenant**.

"**Consequential loss**" means financial loss.

"**Contents**" means fixtures and fittings at the **Building** (not forming a permanent part of the structure), furniture, furnishing and domestic appliances belonging to You or for which You are responsible as Landlord.

"**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**.

"**Landlord**" means a person who owns the **Building** and rents or leases it to a **Tenant**.

"**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.

"**Runaway Tenant**" means the **Tenant** who leaves the **Building** without any notice (written / oral) or breaches the tenant's obligations under the tenancy.

"**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.

"**Tenant**" means the person or entity occupying the **Building** rented from the **Landlord**.

"**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 Not Exceeding	Percentage of Rate Charged
15 days	10% of Annual Rate
1 months	20% -do-
2 months	30% -do-
3 months	40% -do-
4 months	50% -do-
5 months	60% -do-
6 months	70% -do-
7 months	75% -do-
8 months	80% -do-
9 months	85% -do-
10 months	90% -do-
11 months	95% -do-
12 months	100% -do-

"**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.

"**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.

IMPORTANT NOTICE

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to **The Company** and the Policy returned for alteration.

2. **Insured** who is not satisfied with the course of the action or decision of **The Company** may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Services (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

   a) **Complaints Management Unit**
   Liberty General Insurance Berhad
   Customer Service Executive, Customer Contact Centre
   Liberty Insurance Tower,
   CT9, Pavilion Damansara Heights,
   3, Jalan Damanlela,
   Pusat Bandar Damansara,
   50490 Kuala Lumpur.
   Tel. No. : +603-2268 3333 (General Line) or

   AmAssurance Contact Channels
   AmAssurance Insurance Hotline: 1 800 88 6333
   Email: customer@amassurance.com.my
   Website: www.amassurance.com.my

   b) **Financial Markets Ombudsman Services (FMOS)**
   (formerly known as Ombudsman for Financial Services)
   Company No : 200401025885
   Level 14, Main Block,
   Menara Takaful Malaysia,
   No. 4, Jalan Sultan Sulaiman,
   50000 Kuala Lumpur
   General Line : +603-2272 2811
   Website : www.fmos.org.my

   c) **BNMLINK (Laman Informasi Nasihat dan Khidmat)**
   Bank Negara Malaysia
   4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,
   50480 Kuala Lumpur.
   Tel : 1 300 88 5465 (BNMLINK)
   Fax : +603-2174 1515
   e-Link : bnmlink.bnm.gov.my
   Email : bnmlink@bnm.gov.my
   Website: www.bnm.gov.my

3. Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).

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