

# AIG MALAYSIA INSURANCE BERHAD Courts' Home Protection While You Are Away Policy Wordings



# **Courts Home Protection While You Are Away**

Please refer to the Schedule of Benefits provided below for the Benefits and corresponding Compensation applicable to the Insured covered under this Policy.

The benefits payable under eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact AIG Malaysia Insurance Berhad or PIDM (visit <a href="www.pidm.gov.my">www.pidm.gov.my</a>).

SCHEDULE OF BENEFITS	
BENEFITS	COMPENSATION (RM)
A) Loss or Damage to Contents within the Primary     Residence     B) Loss of Money due to Burglary	up to 5,000 per occurrence (aggregate limit up to 10,000)



# **SECTION 1 - THE CONTRACT**

In consideration of the Insured having paid the premium stated in the certificate of insurance or policy schedule to AIG Malaysia Insurance Berhad (Registration No: 200701037463 (795492-W)) (hereinafter either AIG Malaysia or "the Company"), the Company agrees to provide coverage to the Insured for loss of cash, theft or damages to home contents as a result of burglary or vandalism while the Insured is away on travel during the Policy Period subject to the terms and conditions of this policy.

This policy, the schedule and any attached endorsement/document shall constitute the entire contract. All statements made and information provided by the Insured will be relied upon by the Company as true and accurate for purposes of this policy.

All periods of insurance shall begin and end at 12.01a.m. standard Malaysian time on the stipulated dates.

# **SECTION 2 - ELIGIBILITY**

The Insured is only eligible for this policy if he/she meets the criteria set out below on the date of the policy declaration:

- The Insured is a customer who purchases products from Courts (Malaysia) Sdn. Bhd. ("Courts") using Courts' credit facilities.
- ii. This policy shall only cover the Primary Residence of the Insured, declared to the Company.

# **SECTION 3 - DEFINITIONS**

The following words shall carry the meanings defined below:

# ATM

Shall mean an automatic teller machine.

#### Burglary

Shall mean the unlawful taking of the Insured's property, or an attempt thereof, by a person(s) who illegally entered the Primary Residence using force or violence with visible signs of forced entry.

#### **Business**

Shall mean (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis or (ii) any other legal activity in which one is engaged for Money or other compensation.

# Company

Shall refer to AIG Malaysia Insurance Berhad (Registration No: 200701037463 (795492-W)).

#### **Contents**

Shall mean household goods or personal property that belong to the Insured or a relative that is a member of the Insured's own household and that are kept in the Primary Residence.

#### **Credit Accounts**

Shall mean any credit accounts maintained by the Insured with a licensed financial institution for personal use, such as credit card account, car/home loan account.



#### **Date of Loss**

Shall refer to the date when the covered incident occurs.

#### Insured

Shall mean the person for whom coverage is provided for in this insurance whose name is stated in the certificate of insurance or policyschedule.

#### **Insured Property**

Shall mean the Insured's household goods and personal effects, of every description excluding fixtures and fittings, located within the Primary Residence inclusive of Money.

#### Money

Shall mean any currency, coins or bank notes that are in current use, have a face value and are kept in the Primary Residence.

# **Natural Catastrophe**

Shall mean flood, windstorm, lightning, fire, explosion, landslide, volcanic action and / or earthquake.

# **Payment Card**

Shall mean a valid ATM card, credit card or debit card issued by a licensed financial institution for personal use only.

# **Pickpocketing**

Shall mean the act of stealing from the Insured's pocket or hand carried bag unnoticed and discreetly in public places.

# **Policy Period**

Shall mean the 12 months period that the Insured is covered by this insurance from the policy effective date to the policy expiration date.

# **Primary Residence**

Shall mean the place in which the Insured principally resides majority of the time and where He/She keep His/Her personal belongings. Primary Residence includes, but is not limited to, a single-family structure, condominium unit, cooperative or apartment.

#### Relative

Shall mean the Insured's legally married spouse, parent, stepparent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew and first cousin.

# **Replacement Cost**

Shall mean the current price of a similar item, with similar specifications.

# **Rob or Robbery**

Shall bear the meaning as defined under Section 390 of the Malaysian Penal Code i.e. the act of theft or attempted theft which in order to commit theft or in committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender to achieve that purpose, voluntarily causes or attempts to cause any person death, or hurt, or wrongful restraint or fear of instant death, or of instant hurt, or of instant wrongful restraint.

#### **Theft or Stolen**

Shall mean the unlawful taking of the Insured's property from his/her care and / or custody during a burglary



without their consent and with the intent of gain.

#### **Travel Time**

Shall mean the time period starting from when the Insured leaves the Primary Residence, to commence his/her Trip and ending when he/she return to the Primary Residence upon completion of his/her Trip. In respect of a one-way Trip only, Travel Time ends at the time the common carrier the Insured took arrives at his/her destination.

#### Trip

Shall mean any travel, with an overnight stay from the Primary Residence.

#### You

Shall mean the Insured.

#### Your

Shall mean belongings or pertaining to You.

# We, Us and Our

Shall mean the company providing this insurance, AIG Malaysia Insurance Berhad (Registration No: 200701037463 (795492-W)).

# **SECTION 4 - GENERAL CONDITIONS**

## 1. DUTY OF DISCLOSURE

You must take reasonable care to ensure that all your answers to the questions are full, complete, correct, honest and to the best of your knowledge. You also have a duty to inform AIG Malaysia of any change in the information given to us earlier before we issue the policy schedule to you, before you renew or change any of the terms of your policy.

If you don't, AIG Malaysia may:

- a) declare your policy void from inception (which means treating it as invalid) and AIG Malaysia may not return the premium or recover any unpaid premium;
- b) cancel this policy and return any premium less AIG Malaysia's cancellation charge or recover any unpaid premium;
- c) recover any shortfall in premium;
- d) not pay any claim that has been or will be made under the policy; or
- e) be entitled to recover from you the total amount of any claim already paid under the policy or any claim AIG Malaysia have to pay under any relevant legislation, plus any recovery costs.

You must notify the Company within fourteen (14) days of any change in circumstance which will affect this insurance.

If you advise the Company of any change in circumstance that will affect this insurance, the Company reserve the right to amend any of the terms and conditions of this insurance, including premium, following at least thirty (30) days' notice to the Insured.

No change or modification of this policy shall be effective except when made by written endorsement signed by the Company's authorized representative.

#### 2. EXCESS OF OTHER INSURANCE COVERAGE

Coverages provided by this policy are provided as excess; this means that if, at the time of occurrence, the



Insured has other valid and collectible insurance - such as, but not limited to, homeowner's, Contents', renter's, health, travel, accident or medical insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the Schedule of Benefits.

#### 3. ENTIRE CONTRACT CHANGES IN POLICY

This policy includes the schedule, application, endorsements and attached papers, if any, and shall constitute the entire contract of insurance. Statement made by the Insured not specifically included herein shall not under any circumstances be considered as part of the policy or be used in any legal proceedings pursuant thereto. No agent has authority to change this policy or waive any of provisions contained herein. No amendment to this policy shall be valid unless approved by the Company in writing and duly endorsed therein.

#### 4. PREMIUM PAYMENT

Payment of premium in respect of this policy shall be made prior to the commencement of coverage and/or renewal date (if applicable). The Company's acceptance of premium shall constitute its consent to renewal. Any increase or reduction of premium as well as amendments of coverage or decline of renewal shall be communicated in writing by the Company thirty (30) days from the Policy Effective Date.

# 5. RENEWAL (ANNUAL)

This policy may be renewed with the consent of the Company from term to term, by payment of the premium in advance at the Company's premium rate in force at time of renewal.

#### 6. CURRENCY OF PAYMENT

All amounts payable either to or by the Company shall be made in Malaysian Ringgit.

#### 7. AGE LIMITS FOR PERSONS INSURED UNDER THIS POLICY

Eligible age of the Insured shall be between the age of eighteen (18) years to sixty-five (65) years and this policy is renewable up to the age of seventy (70) years at the Company's sole discretion.

# 8. NOTICE OF CLAIM

All claims must be made in writing and submitted to the Company within thirty (30) days after the Date of Loss. The Insured shall produce for the Company's examination all relevant documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the Insured's claim. Written notice of claim given by or on behalf of the Insured to the branch offices of the Company in Malaysia, or to any authorized agent of the Company, shall be deemed notice to the Company.

# 9. PROOF OF LOSS

Written proof of loss must be furnished to the Company within ninety (90) days after the Date of Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the Date of Loss.

# 10. BURDEN OF PROOF

In any action, suit or other proceedings where the Company allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden or proving that such loss or damage is covered shall be on the Insured.

#### 11. LIMITATION OF CLAIMS

No claim benefits shall be payable for any claim filed to the Company beyond a period of one (1) year from the Date of Loss. For each of the coverages, regardless of the number of claims made individually or in



aggregate, the Company will pay up to the maximum amount per occurrence and per policy period as shown on the policy.

#### 12. PROOF OF CLAIM

The Insured shall forward the following documents to the Company in the event of a claim:

- a) an official police report regarding the burglary;
- b) original receipts of home contents that was loss or vandalized or damaged
- c) any original ticket or receipts which prove that the Insured was travelling during Date of Loss

All documents and evidence must be provided at the Insured's expense in the form and nature required and the list set out above is not exhaustive. The Company reserves the right to request for any relevant document(s) as may be applicable, and reasonable to support an Insured's claim at the Insured's expenses.

#### 13. LOSS PREVENTION

The Insured must use all reasonable means to avoid future loss at and after the time of loss.

# 14. RECEIPTS

The Company shall not be committed by any notice of any trust charge, a lien, assignment or other dealings with the policy and the receipt of the Insured for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

#### 15. TO WHOM INDEMNITIESARE PAYABLE

All indemnities of this policy will be payable to the Insured. The process of claim including settlement will be handled directly between the Company and the Insured whose sole discharge will constitute full and final discharge of the claim lodged. Consent of nominee shall not be a pre-requisite to terminate or to cancel this policy or to a change of nominee or for that matter for any changes in this policy.

# 16. COMPLIANCE

The Company has no duty to provide coverage under this policy unless the Insured has fully complied with the duties that are detailed in each policy section.

# 17. RIGHT OF OWNERSHIP

The Insured shall be the person whose name is stated in the policy schedule. No change of the Insured under this policy shall bind the Company, unless written notice has been filed with the Company by the Insured and is duly approved and endorsed by the Company. Only the Insured can exercise all rights, privileges and options provided under this policy.

#### 18. TRANSFER

The Insured may not transfer his/her interest in this insurance to anyone.

#### 19. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the policy.

#### 20. SUBROGATION

If the Company makes any payment or otherwise make good on any loss covered under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any other person(s) and the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.



#### 21. TERMINATION OF COVERAGE

This policy shall be terminated automatically on the earliest of any of the following dates:

- a) when the policy is cancelled by the Insured or the Company in accordance with the provisions of Clause 22 under this section, hereunder on the dates specified therein; or
- b) upon aggregate limit being exhausted as stated in the policy schedule; or
- c) the date of death of the Insured.

#### 22. CANCELLATION

- (a) The Company may cancel this policy at any time by giving the Insured a fourteen (14) days' prior written notice. This notice will be posted to the Insured at their last known mailing address.
- (b) The Insured hereby reserves the right to cancel the policy issued to the Insured by serving the Company notice in writing to the Company's registered address. Upon receipt of the cancellation notice, the Company will continue to provide cover under the policy for the remaining period for which the premium had been received and this policy shall terminate upon the expiry of such period.

#### 23. CHANGE IN COUNTRY OF RESIDENCE

Coverage of the Insured is subject to his/her residence in Malaysia. Coverage does not extend to any Insured residing outside of Malaysia unless prior extension of coverage has been accorded by the Company. It is a condition precedent to liability under this policy that in the event of change of country of residence, the Company must be informed in writing of any change in the Insured's country of residence. A change in the country of residence shall be deemed to mean the Insured is living or is intending to live in another country other than Malaysia in excess of twelve (12) consecutive calendar months. Failure to notify the Company of this change will invalidate the Insured's coverage provided hereto with effect from the date he/she leaves Malaysia for purpose of residing out of Malaysia for a continuous period of more than twelve (12) months. The Company reserves the right to continue coverage based on the prevailing terms and conditions or to decline coverage under this policy upon receipt of such information.

# 24. DISPUTE RESOLUTION

Any dispute or difference which may arise between the Insured and the Company shall be referred to the Malaysian courts and construed according to Malaysian laws.

#### 25. CONSENT TO USE PERSONAL DATA

By submitting the application for coverage, you consent to the collection of your personal information by AIG Malaysia (whether through the phone or otherwise obtained) and such information may be held, used and disclosed by AIG Malaysia to individuals, service providers and organizations associated with AIG Malaysia or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this insurance and providing subsequent service(s) for this purpose, AIG Malaysia's financial products and services, data matching, surveys, and to communicate with you for such purposes. You reserve the right to obtain access, request correction or withdraw your consent to the use of any of your personal information held by AIG Malaysia.

# 26. SALES AND SERVICE TAX (SST)

The amount of Premium payable by you for this Policy includes an amount on account of the SST payable by you. SST refers to any service tax, value added tax, goods and services tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever by whatever name known, which may from time to time be imposed or charged (including any increases or decreases to the rate) by any competent tax authority.

#### 27. PERSONAL DATA USE

The Insured is deemed to have read, understood, and consented to the collection and subsequent processing



of their personal information by the Company (whether obtained during the application process or administration of this Policy) in accordance with, the Company's Privacy Notice as from time to time published on the website at <a href="https://www.aig.my/privacy-notice">https://www.aig.my/privacy-notice</a>. If the Insured submits information relating to other individuals, the Insured further represents and warrants that they have the authority to provide information relating to the other individuals to the Company, that the Insured has informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the other individuals agree and consent that the Company may collect, use and process his/her personal information in accordance with the Privacy Notice. The Insured reserves the right to obtain access, request correction or withdraw their consent to the use of any of their personal information held by AIG Malaysia. Such request can be made by writing to the Company at:

AlG Malaysia Insurance Berhad (200701037463) Attn: Customer Care Department P O Box 11768, 50756 Kuala Lumpur.

Email: AIGMYCare@aig.com

Phone: 1800-88-8811 / 603 2118 0188

# **SECTION 5 - GENERAL EXCLUSIONS**

- 1. This policy will not cover the following:
  - a) Losses that do not occur within the Policy Period;
  - b) Losses that result from or relate to the Insured's business or career pursuits including the Insured's work or profession;
  - c) Losses caused by illegalacts;
  - d) Losses that are intentionally caused by the Insured;
  - e) Losses that result from the direct actions of a relative;
  - f) Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority;
  - g) Losses due to the order of any government, public authority, or customs' officials.
- 2. The Company shall not be liable for a loss that would otherwise be payable, if it occurs directly or indirectly, due to or in consequence of:-
  - (a) an act in contravention of a government prohibition or regulation or law.
  - (b) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - (c) an act ofterrorism.

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, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ethnic, 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 which are occasioned by or through or in consequence of, directly or indirectly, of any of the abovesaid occurrences shall be deemed to be injury, loss or damage which is/are not covered by this insurance policy, except to the extent that the insured shall prove that such injury, loss or damage happened independently from the existence of such conditions.



In any action, Suit or other proceeding where the Company alleges that by reason of the provisions of this condition, any injury, loss or damage is not covered by this insurance, the burden of proving that such injury, loss or damage is covered shall be on the Insured.

- 3. The entire policy shall be voided whether before or after a loss, if any material fact or circumstance is willfully concealed, or misrepresented, or fraudulent information is provided to us whether concerning this insurance or any claim filed the reunder.
- 4. The benefits under this policy will not be payable in the event of any situation involving any criminal activity or the usage of drugs.
- 5. AIG Malaysia shall not be deemed to provide cover and AIG Malaysia shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose AIG Malaysia, AIG Malaysia's parent company or AIG Malaysia's ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### **SECTION 6 - POLICY BENEFITS**

# A) LOSS OR DAMAGE TO CONTENTS WITHIN PRIMARY RESIDENCE

We will, at Our sole discretion, pay for the repair or the replacement costs of Contents, if they are either:

- (i) damaged as a result of a burglary or vandalism, or,
- (ii) stolen,

during Your Travel Time.

The Company's liability/payout under this section will not exceed the per-occurrence limit and aggregate limit listed in the Schedule of Benefits.

# **B) LOSS OF MONEY DUE TO BURGLARY**

We will reimburse You for Your Money stolen during Travel Time. The Company's liability/payout under this section will not exceed the sum of Ringgit Malaysia fFve Thousand Only (RM5,000.00) per-occurrence and Ringgit Malaysia Ten Thousand Only (RM10,000.00) in aggregate.

The Company will indemnify the Insured against loss or damage to the Insured Property caused by Burglary, subject to actual forcible violent entry or exit from the covered Primary Residence, save and except for the following:

- 1. occurring when Travel Time is longer than 60 days;
- 2. to art, antiques, firearms and collectable items;
- 3. to furs, jewelry, watches, gems, precious stones and articles made of or containing gold (or other precious metals and / or precious stones);
- 4. due to a natural catastrophe, atmospheric or climatic conditions, water, manufacturing defects, vermin or insects, termites, mold, wet or dry rot, bacteria, rust, cleaning or repairs;
- 5. due to normal wear and tear or normal course of play (such as, but not limited to, sporting or recreational equipment);



- 6. to items that the Insured damaged through alteration or abuse (including cutting, sawing and shaping);
- 7. to items that the Insured left unattended in a place to which the general public has access;
- 8. due to, or related to, a nuclear, biological, radiation or chemical event;
- 9. due to:
- (a) mechanical,
- (b) electrical,
- (c) software, or
- (d) data failure including, but not limited to, any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
- 10. to the Insured's business-related properties;
- 11. due to pollution or contamination of any kind;
- 12. caused by illegal acts of a relative;
- 13. that the Insured has intentionally caused;
- 14. that result from the intentional actions of a relative or actions that a relative knew of or planned;
- 15. due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
- 16. due to the order of any government, public authority or customs' official.
- 17. Loss following a Pick-Pocketing incident

#### Conditions to Benefit A) and B):

- 1. Coverage begins when You leave the Primary Residence to commence a Trip and terminates when whichever of the following occurs first:
  - (i) the time of return to the Primary Residence on completion of his/her Trip, or
  - (ii) the expiry of this policy. In any event, coverage will not begin more than twenty-four (24) hours prior to the Insured's booked departure time and will cease upon Your return time, from Your Trip.
- 2. If the item is part of a pair or set, You will only receive compensation for the value of the item that was damaged as a result of a burglary, unless the articles are unusable individually and / or cannot be replaced individually. In addition, the damage to, or theft of, an item that is part of a pair or set will be viewed as one occurrence and coverage limitations will apply. If We pay to replace a pair or set, in the event that a part of the pair or set is stolen, We will be entitled to keep the remaining parts of the original pair or set.
- 3. Upon recovery of items that were stolen and for which a settlement was made, those items will become Our property and You must provide those items to Us.

The Company's liability/payout under this section will not exceed the per-occurrence limit and aggregate limit listed in the Schedule of Benefits.

# **Your Duties After A Loss**

In the event of a loss, You must:

- 1. Contact Us at 1800 88 8811, within 24 hours of You experiencing a loss, to obtain a claim form and instructions on what to do after a loss;
- 2. File a police report within twenty-four (24) to forty-eight (48) hours of Your discovery of a burglary;
- 3. Complete, sign and return the claim form to Us, with the following documents within thirty (30) days of the receipt of claim form:
- a. an official police report regarding the Burglary;
- b. the original purchase receipt of any item damaged, as a result of a burglary or theft, showing the description of such item and the amount paid at purchase; and



- c. the original receipt, travel ticket or any other written proof showing that Your Trip occurred within the time periods required for coverage under this policy; and
- 4. Provide Us with all other relevant documents We may ask You to provide; and
- 5. Cooperate with Us in investigating, evaluating and settling a claim.

# **SECTION 7 - COMPLAINTS PROCEDURES**

If there is any occasion when the Company's service does not meet the Insured's expectations, the Insured may contact the Company using the appropriate contact details below, providing the Policy/Claim Number and the name of the Insured to help the Company deal with Insured's comments quickly.

AIG Malaysia Insurance Berhad (200701037463) Complaint Handling Unit P O Box 11768 50756 Kuala Lumpur

Phone: 1800 88 8811 / 603 2118 0188 Email: <u>AIGMYComplain@aig.com</u>

Any Insured who is not satisfied with the decision of the Company may refer to Financial Market Ombudsman Services (FMOS) giving details of the dispute, the name of the insurance company and the policy number. The contact details of the FMOS are as follows:

Financial Market Ombudsman Services (Formerly known as Ombudsman for Financial Services) Level 14, Main Block Menara Takaful Malaysia No 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur

Phone: 03-2272 2811 Fax: 03 - 2272 1577 Email: <u>www.fmos.org.my</u>

Any Insured who is not satisfied with the conduct of the Company may write to BNMLINK giving details of the complaint, the name of the insurance company and the policy number or the claim number. The contact details of BNMLINK are as follows:

Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat (BNMLINK) 4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur

Phone: 1-300-88-5465 (1300-88-LINK)/ 03-21741717 (Overseas)

Fax: 603-2174 1515

Email: <a href="mailto:bnm.gov.my/BNMLINK">bnm.gov.my/BNMLINK</a>

Physical Visits: BNMLINK will receive visitors by appointment only. You may request an appointment through their website or telephone.