

PREMIER CLIENT SOLUTIONS INSURANCE POLICY



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Customer Service:

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NOTE: The Bahasa Malaysia version of the **Policy** terms and conditions is available upon request. Please contact our Customer Service representatives at 1-800-88-8811 or visit our website at www.aig.my.

"The **Policy** schedule and the **Policy** wordings shall be read together to form an entire contract between Us and You".

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PP/PREMIER CLIENT SOLUTIONS/ V3_21032017



PREMIER CLIENT SOLUTIONS

Policy Provisions

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OUR AGREEMENT

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

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

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**.

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YOUR DUTY TO INFORM US

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

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

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

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.

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GOODS & SERVICES TAX (GST)

The amount of premium payable by **You** for this **Policy** includes an amount on account of the **GST** on the premium. When **We** pay a claim, **Your GST** status will determine the amount **We** pay.

When **You** are:

- (a) **non-GST registered person**, **We** will pay in full (including 6% **GST**) up to sum insured/limit of liability or the other limits of insurance cover.
- (b) **GST Registered person**, **We** will pay (excluding 6% **GST**) up to sum insured/limit of liability or the other limits of insurance cover. **You** are to claim **Your Input Tax Credit** entitlement from the Royal Malaysian Customs Department directly.

You must advise **Us** of **Your** correct entitlement to an **Input Tax Credit** on **Your Premium** and the correct entitlement to an **Input Tax Credit** on each item of the property to be insured.

Definitions

GST means goods and services tax and has the meaning assigned to it in the Goods and Services Tax Act 2014 (“GST Act”).

Registered person means a person who is registered under Part IV of the GST Act and a ‘non registered person’ shall mean a person who is not registered under the GST Act.

Input Tax means the **GST** incurred on any purchase or acquisition of goods and services by a taxable person for the purpose of making a taxable supply in the course or furtherance of business.

Input Tax Credit means the input tax claimable by a registered person.

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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

The **Policy** insures property of **Your family** or domestic servant but only **You** can 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 **Section 1, Part B - Additional Benefit, 2. Liability to the Public**, these persons are deemed to be members of **Your Household**.

Market Value

Unless specifically provided for under the **Reinstatement Value Clause** of **General Clauses** on page 10 of **Your Policy** **We** will indemnify **You** the insured value or the **Market Value** of the insured property whichever is lower subject to the deduction of any **Excess**. **Market Value** means the value of the property insured at the time of loss or damage less allowance for **wear and tear** and/or **Depreciation**.

The **Market Value** shall be determined by a valuation obtained by **Us** from the:

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

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**.

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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.

Excess

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

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

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**.

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

HOW TO MAKE A CLAIM

Notice and Proof of Claim

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

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

Building Plans

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

Liability Claims

You shall upon receiving any notice of any accident or claim from other parties, give **Us** immediate notice in writing and as soon as possible supply **Us** full particulars in writing. **You** shall send to **Us** immediately any writ, summons or other legal process issued or commenced against **You** and provide all necessary information and assistance to enable **Us** to settle or resist any claim or institute proceedings.

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

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

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YOUR RESPONSIBILITY

APPLICABLE TO SECTIONS 1 & 2

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 make good as soon as possible any defect discovered and shall, in the meantime, take additional precautions to prevent injury, loss or damage.

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

Reinstatement of Sum Insured

After a loss, the full **Sum Insured** of this insurance shall be maintained. **You** are required to pay an additional pro rata **Premium** based on the amount of loss calculated from the date of loss to the expiry date of insurance.

Unvalued Policy Clause

This is an unvalued **Policy**. **You** must prove to the satisfaction of **Us** 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**.

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GENERAL WARRANTIES

The whole of this **Policy** is subject to the following **Warranties**:

Restriction of Merchandise Warranty (Applicable to Section 1 & 2)

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** provided the cover for.

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**.

Sanction Exclusion Clause

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations' Security Council resolutions (UNSC) or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

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GENERAL CLAUSES

The following clauses are applicable to **Section 1, 2 & 3 only**:-

Reinstatement Value Clause

Notwithstanding anything to the contrary contained in **Your Policy**, it is hereby declared and agreed that in the event of the property stated in **Your Schedule** being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) **Your Policy** is to be calculated, shall be the cost 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 **Your 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 **You** requirements subject to the liability of **Us** not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **We** may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under **Your Policy** if this memorandum had not been incorporated herein shall be made.
2. Until expenditure has been incurred by **You** in replacing or reinstating the property destroyed or damaged **We** shall not be liable for any payment in excess of the amount which would have been payable under **Your Policy** if this memorandum had not been incorporated herein.
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 covered had been destroyed exceeds the **Sum Insured** thereon 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 under this **Policy**, then **You** shall be considered as being **Your** own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of **Your 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) **You** fail to intimate to **Us** within 6 months from the date of destruction or damage, or such further time as **We** may in writing allow, **Your** intention to replace or reinstate the property destroyed or damaged.
 - b) **You** are 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 **Your Policy** if this memorandum had not been incorporated herein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of **You** which is not upon the identical basis of reinstatement set forth therein.

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Property Damage Clarification Clause

Property damage covered 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 a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this **Policy**:

- a) loss of or damage to data or software, including 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 loss 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 covered; and
- 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 loss resulting from such loss or damage.

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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.

Buildings means buildings of a **Private Dwelling House** at the **Premises** and includes:

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

Consequential Loss means financial loss.

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**.

Consumer Insurance Contracts means insurance wholly for purposes unrelated to trade, business or profession.

Depreciation means the reduction in the value of the item or property due to **Wear and Tear**.

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

Erosion means being worn or washed away by water or wind.

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

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

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

Fixtures and **Fittings** means items that are permanently attached to **Your Building**.

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

Insured Event means one of the perils listed under this **Policy**.

Occurrence means the exact period when the incident took place.

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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, and 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.

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

Schedule means the **Policy Schedule** where both the insured items and **Sum Insured** are specified.

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

Premises mean 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:

<u>Period Not Exceeding</u>	<u>Percentage of Rate Charged</u>
15 days	10% of Annual Rate
1 month	20% of Annual Rate
2 months	30% of Annual Rate
3 months	40% of Annual Rate
4 months	50% of Annual Rate
5 months	60% of Annual Rate
6 months	70% of Annual Rate
7 months	75% of Annual Rate
8 months	80% of Annual Rate
9 months	85% of Annual Rate
10 months	90% of Annual Rate
11 months	95% of Annual Rate
12 months	100% of Annual Rate

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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.

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SECTION 1 – HOUSEOWNERS

Insuring Clause

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

This cover will be given on the basis:-

- 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 Building** caused by an **Insured Event**.

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

Buildings or Private Dwelling House means buildings of a private dwelling at the **Premises** and includes:

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

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

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SECTION 1 – HOUSEOWNERS

PART A – INSURED EVENTS

What is Covered

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

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft and Other Aerial Devices and/or articles dropped therefrom
- 4) Impact with any of the buildings
 - i. For **Private Dwellings** by any road vehicle or animals not belonging to or under the control of:
 - **You**; or
 - **Your Family** member
 - ii. For Blocks of Flats or Apartments by any road vehicle or animal not belonging to or under the control of:
 - **You**; or
 - **Your Family** member
 - **Your** agent or servant; or
 - Any person resident in the Private Flats or Apartments

What is Not Covered

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

- 5) Bursting or overflowing of domestic water tanks, apparatus or pipes
 - a) The **Excess** amount is RM50.00
 - b) Destruction or damage occurring while the **Private Dwelling House** if left unoccupied.
- 6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a **Building** or any such attempt.
 - a) If the **Private Dwelling House** is unoccupied for more than ninety (90) days whether consecutively or not in any one **Period of Insurance**, the cover will be suspended unless agreed by **Us** by way of an **Endorsement**.
 - b) Loss or damage due to theft by **Your** domestic servants or any member of **Your Family**.

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What is Covered (Cont')

7) Hurricane, Cyclone, Typhoon, Windstorm

8) Earthquake, Volcanic, Eruption

9) Flood

10) **Robbery and hold up** in the premises of **Your property**.

What is Not Covered (Unless Additional Premium is Paid)

a) The **Excess** amount of 1% of the total **Buildings Sum Insured** or the first RM200.00 of each loss, whichever is lower.

b) Loss or damage to :

i. any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;

ii. metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.

The **Excess** amount is 1% of the total **Buildings Sum Insured** or the first RM200.00 of each loss, whichever is lower.

a) The **Excess** amount of 1% of the total **Buildings Sum Insured** or the first RM200.00 of each loss, whichever is lower.

b) Loss or damage to **Buildings** caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.

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SECTION 1 – HOUSEOWNERS

PART B – ADDITIONAL BENEFITS

1. Rent Insurance

What is Covered

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

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

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

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

What is Not Covered

2. Liability to the Public

What is Covered

We will indemnify **You** or **Your Spouse** for legal liability in respect of accidents or a 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**.

What is Not Covered

- a) Any claims brought against **You** or **Your 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 **Your Spouse** of any lift, vehicle, vessel or craft of any kind;
 - The carrying out of alterations, additions, repairs or decorations to **Your Building**;

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What is Covered (Cont')

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

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

- i. Legal costs and expenses recoverable from **You** or **Your 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 **Your Spouse** with **Our** consent.

If **Buildings** are for blocks of flats or apartments, **Our** indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the **Buildings**, as specified on the **Schedule**, but not as a resident occupying any part of the insured **Buildings** in respect of any accident occurring during the **Period of Insurance**.

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

What is Not Covered (Cont')

- Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured **Buildings**), for insurance for private flats or apartments;
- Any contractual agreement;
- Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;
- Any part of the insured **Buildings** used in connection with **Your** profession or business.

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3. Reinstatement in Compliance with Public Authorities

What is Covered

Notwithstanding anything to the contrary contained in the **Policy**, it is hereby declared and agreed that the insurance 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. 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 increased.
2. 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.
3. The total amount recoverable under any item of the **Policy** shall not exceed the sum insured thereby.
4. All the conditions of the **Policy** except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

What is Not Covered

The amount recoverable under this Extension shall not include:-

- a) The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws :-
 - 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 undamaged property or undamaged portions of property.
- b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
- c) 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 or Bye-Laws.

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SECTION 1 – HOUSEOWNERS

PART C – 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** allege 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**.

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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**.

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SECTION 1 – HOUSEOWNERS

PART D – CLAUSES

The following clauses are applicable to **Section 1**:

Riot Strike and Malicious Damage

What is Covered

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

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

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

Average

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

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

What is Not Covered

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

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

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What Is Not Covered (Cont')

c) Any act of terrorism,

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

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

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

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

Architect's, Surveyor's, & Consultation's Fees (Without Separate Sum Insured)

The insurance on **Buildings** 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 other peril hereby insured against, but not such fees for preparing any claim hereunder.

The amount payable for such fees shall not exceed those authorized under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to **Our** maximum liability for any loss damage and fees not exceeding the **Sum Insured** against Section 1.

Foundation Exclusion

The insurance on **Building(s)** excludes that part of any **Building** below the under surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

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Outbuilding Clause

The insurance by each item under **Buildings** is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said **Premises** and the insurance by each items under **Contents** extends to include the **Contents** of each outbuilding.

Radioactive/Nuclear Energy Risks Exclusion Clause

This **Policy** does not cover loss, damage, cost or expenses 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. ionising radiations from or contamination by radioactivity from any nuclear fuel or 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.

Removal of Debris (Without Separate Sum Insured)

The Insurance on **Buildings** hereby insured includes costs and expenses necessarily incurred by the **You** with **Our** consent 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.

Note: Item (b) and (c) above are deemed to be deleted when neither **Buildings** nor machinery are insured. The amount payable for such cost and expense shall not exceed ten percent (10%) of the **Sum Insured** of each Item or Ringgit Malaysia Two million (RM2,000,000) whichever is lower.

We 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**.

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

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SECTION 2 – HOME CONTENTS ALL RISKS

PART A – INSURED EVENTS

What is Covered

We will pay **You** or, at **Our** option, reinstate, replace or repair to indemnify **You** for loss or damage to **Contents** and **Personal Effects**, without any deduction for **Depreciation**, up to the **Sum Insured** shown on **Your Policy Schedule** providing that:-

- 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 5% of the total **Sum Insured** on **Contents**, unless such article is specially declared as a separate item;
- b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total **Sum Insured** on **Contents** , **unless extended with additional premium**.
- c) For a covered loss to a pair or set, or to part of a larger unit, **We** will pay whichever is less of:
 - i. The cost to replace the lost or damaged property;
 - ii. The cost to restore or repair the damaged property to its pre-loss condition; or
 - iii. The difference between the **Market Value** of the pair, set or unit before the loss and after the loss.

However, **We** may pay **You** the full replacement cost of the entire pair, set or unit if **You** agree to surrender the remaining article(s) of the pair, set or unit to **Us**.

Under no circumstances will **We** pay more than the **Sum Insured** shown on **Your Policy Schedule**.

- d) **We** do not cover any loss or damage if **Your Building** is **Unoccupied** for longer than 3 months in any one period of insurance unless **You** have advised **Us** and it has been noted on **Your Policy Schedule**.

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SECTION 2 – HOME CONTENTS ALL RISKS

PART B – ADDITIONAL BENEFITS

These coverages are offered in addition to the limit on the **Policy Schedule** unless stated otherwise or an exception applies. Exceptions are described in **Exceptions Applicable to Sections 2 & 3**.

Unless specified otherwise, these additional benefits are on per **Occurrence** basis.

1. Money

We will pay up to RM 2,500 for loss of cash not related to business and belonging to **You or Your Family Members** caused by fire or theft accompanied by violent and forcible entry or exit from **Your Building**.

2. Documents, Manuscripts & Business Books Including Identity Cards, Passports & Credit Cards

We will pay up to RM 3,000 to replace Title Deeds, Documents or Manuscripts including identity cards, passports and credit cards, belonging to **You or Your Family Members**, following loss or damage in **Your Building**.

3. Coin, Medal, & Stamp Collections

We will pay for loss or damage to coin, medal and stamp collections belonging to **You or Your Family Members** caused by fire or theft accompanied by violent and forcible entry or exit from **Your Building**.

We will pay up to RM 2,500.

4. Computer System Records

We will pay up to RM1,000 for computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **Insured** of the information contained therein.

5. Replacement of Locks & Keys

We will pay up to RM1,000 to replace locks and keys to doors and windows installed at **Your Building** if they are lost, damaged or stolen.

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6. Food Spoilage

We will pay up to **RM500** to replace food in **Your** domestic freezer or refrigerator that **You** cannot use following a rise or fall in temperature. **We** will not pay if the change in temperature is a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.

7. Credit Cards & Forgery

We will pay up to a total of **RM1,000** for:

Any amount **You** are legally obligated to pay resulting from:

- Theft or loss of a bank card, credit card, debit card, or charge card issued in **Your name**; or
- Loss caused by forgery or alteration of any cheque or negotiable instrument;

A loss will not be covered unless all the terms for using the card, cheque, or negotiable instrument are complied with.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss. **We** do not cover loss arising out of business pursuits.

At our option **We** may defend a claim or suit against **You and Your Family Members** for forgery. **We** will defend a claim or suit against **You** for loss or theft of a bankcard or credit card.

8. Property Removal for Safekeeping

We will pay up to **fifteen (15) percent** of the **Contents Sum Insured** for expenses **You** incur for the moving and storing of **Your Contents** from **Your Premises** because **Your Contents** are in danger as a result of a covered loss. **We** will cover the removed **Contents** for up to fourteen (14) days, unless extended by **Us** in writing.

This additional coverage is not in addition to the limit of insurance that applies to **Your damaged Contents**.

9. Compensation for Death

We will pay for **Your** fatal injury (death) occurring in the **Private Dwelling House** due to external or visible violence caused by thieves or by fire, if the death occur within 3 calendar months of such injury. If there are more than one named insured, **We** will be liable for a pro-rate proportion of the compensation. For a corporation, **You** must nominate a person or persons and lodge their name(s) with **Us**. The most **We** will pay is **fifty (50) percent** of the **Contents Sum Insured**.

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10. Additional Living Expenses

If a covered loss makes the **Buildings** at **Your** primary place of residence uninhabitable, **We** cover any reasonable increase in living expenses incurred by **You** to maintain **Your Household's** usual standard of living. Reasonable expenses are defined as follows and must be approved by **Us** prior to them being incurred:-

- Alternative accommodation
- Transportation costs for removing and returning **Your Contents** out of or back to **Your Building**.
- The cost of temporary storage of **Your Contents**

Payment will continue for the shortest reasonable amount of time necessary to restore **Your Building** to a habitable condition or for **Your Household** to permanently locate elsewhere.

The maximum amount we will pay is **five (5) percent** of **Your total Contents Sum Insured** for any one incident.

11. Domestic Servants' Property

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 Members** within Malaysia as stated on the **Schedule**, provided they are not insured under another insurance policy.

We do not cover cash, currency notes, bank notes and stamps.

12. Water Tank and/or Filter

You are covered up to **RM1,000** for any one loss or in the aggregate against loss or damage to water tank and/or filter installed outside **Your Building** but within the compound of **Your Premises**.

13. Forced Evacuation

If **You** are forced by civil authority to evacuate **Your Premises** as a direct result of a loss or a reasonable threat of a loss covered by this policy, **We** will reimburse **You** for the increase in **Your** living expenses necessary to maintain **Your Household's** usual standard of living for up to thirty (30) days. **We** also cover any loss in fair rental value for up to thirty (30) days if **Your Building** is rented to others. **We** will also pay reasonable expenses associated with the kenneling or boarding of **Your Household** pets that live on **Your Premises** for up to thirty (30) days.

The maximum amount we will pay is **fifty (50) percent** of **Your total Contents** sum insured for any one incident.

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14. Landscaping

We will pay up to **five (5) percent** of the **Your** total **Contents** Sum Insured at which the covered loss occurs for **landscaping** that **You** solely own. **We** will not pay more than **RM1,000** for any one tree, shrub or plant.

We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning, or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at **Your Building**; or
- e. Theft, attempted theft, vandalism, or malicious mischief.

This additional coverage applies only if **You** repair or replace the damaged **landscaping** within 180 days of the date of loss, unless extended by **Us** in writing.

15. Tree Removal

We will pay up to a total of **RM1,000** for the reasonable expenses **You** incur to remove trees **You** solely own from the **Premises** if felled by the peril of windstorm, or hail, when there is no damage to **Your Contents**.

16. Loss Prevention Devices

After a loss that is covered by this policy, **We** will pay for the reasonable expenses **You** incur, up to **RM200** per device, for the installation of approved loss prevention devices to protect **Your Premises** against the same loss in the future. The maximum **We** will pay, regardless of the number of loss prevention devices installed, is **RM1,000**.

Approved loss prevention devices include: fire alarm systems, fire suppression systems, security systems, sump pumps, automatic water shut-off devices, lightning suppression systems, lightning arrestors, back-up power systems, and hail-resistant roofing materials.

This additional coverage is not in addition to the limit of insurance that applies to the **Your damaged Contents**.

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17. Special Coverage for Access

Unless otherwise excluded or limited, **We** will pay up to **fifty (50) percent** of total **Contents Sum Insured** shown on the **Policy Schedule** for the loss or damage to **Your Contents** caused by accidental leak or discharge of water or steam from within a plumbing, heating, air conditioning, automatic fire protective sprinkler system, or household appliance in or on **Your Premises**. This includes the cost to tear out and replace only that part of a building, or additions and alterations necessary in order to repair or replace only the part or section of the system or appliance that caused the loss or damage.

We do not cover the cost to repair or replace the system or appliance from which the water or steam escaped.

This additional coverage is not in addition to the limit of insurance that applies to the **Your damaged Contents**.

18. Disability Costs

We will pay up to **RM5,000** in total for alterations to **Your Building** to allow **You** or **Your Family Members** to live unassisted following an accident, injury or illness, resulting in the total permanent loss of use of a limb, eyesight or hearing, which occurs during the policy period.

These payments do not increase the amount of your cover, and only apply in excess of any other insurance cover in force.

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SECTION 3 – WORLDWIDE PERSONAL EFFECTS ALL RISKS

We will pay for all physical loss or damage to **You** or **Your Family's Personal Effects** and any other personal property if it occurs away from your home anywhere in the world unless a specific exclusion applies.

The most **We** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the personal property without any deduction for **Depreciation**.

We will pay up to the **Sum Insured** for **Worldwide Personal All Risks** shown on **Your Policy Schedule**.

The most **We** will pay for any one item is **RM 5,000** unless it is individually listed on **Your Policy Schedule**.

DEFINITIONS

APPLICABLE TO SECTIONS 2 & 3

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**.

Jewellery includes items with platinum, gold, silver or bejewelled elements, watches, and furs.

Household Pets refer to domesticated household animals such cats, dogs, birds, fish, or turtle.

Month refers to the calendar month in accordance with the Gregorian calendar. For the purposes of this policy, a month is further defined as 30 days.

Personal Effects mean personal items regularly worn or carried on the person for his/her personal use, for example clothing, watches, wallet, platinum/gold/silver articles, jewellery, and furs.

Unoccupied means not lived in or not adequately furnished to be lived in normally.

NOTE: The Bahasa Malaysia version of the **Policy** terms and conditions is available upon request. Please contact our Customer Service representatives at 1-800-88-8811 or visit our website at www.aig.my.

"The **Policy** schedule and the **Policy** wordings shall be read together to form an entire contract between Us and You".

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EXCEPTIONS APPLICABLE TO SECTION 2 & 3

We do not cover any of the below items.

1. Any loss or damage caused by:
 - a) wear and tear, gradual operating causes or deterioration;
 - b) inherent vice, latent defect, mechanical or electrical breakdown;
 - c) warping or shrinkage, rust or other corrosion, wet or dry rot; or
 - d) aridity, dampness or temperature extremes;
2. Any loss or damage caused by mysterious loss.
3. Any loss or damage caused by rodents, insects or vermin.
4. Any loss or damage caused by the destruction, confiscation or seizure by any government or public authority.
5. Any loss or damage caused by or resulting from the process of being professionally repaired, restored, retouched, altered, renovated or cleaned.
6. Any loss or damage caused by theft or attempted theft from an unattended vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked.
7. Any loss or damage caused by a dishonest or criminal act by **You** or **Your Family Member**.
8. 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 under **Section 2 - Home Contents All Risks, Part B – Additional Benefits**.
9. **Excess** applicable to loss or damage:
 - a) Under **Section 2 - Home Contents All Risks** of **Your Policy** an **excess** of **RM150** applies to each and every loss except loss or damage caused by fire or lightning unless stated elsewhere on **Your Policy**. This excess does not apply to Additional Benefits that are provided under **Section 2** of **Your Policy**.
 - b) Under **Section 3 - Worldwide Personal Effects All Risks** of your policy an **excess** of **RM150** applies to each and every loss unless stated elsewhere on **Your Policy**.

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SECTION 4 – WORLDWIDE PERSONAL LIABILITY

What is Covered

We will pay all amounts which **You**, a member of **Your Family** or **Your** domestic servant that resides with **You** become legally liable to pay as damages resulting from either of the following:

- a) Accidental death or bodily injury to any person.
- b) Accidental loss or damage to tangible property.

occurring anywhere in the world during the **Period of Insurance** provided that **Our** liability for all damages in respect of any one **Occurrence** shall not exceed the amount stated on the **Schedule** inclusive of any costs and expenses that may have been incurred by **You** with **Our** written consent and costs and expenses recoverable from **You** by any claimant.

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

What is Not Covered

We will not pay for:

1. Damage to property belonging to **You** or in **Your** custody or control or belonging to or in the custody or control of any member of **Your Family** or **Your** domestic servant.
2. Injury to any member of **Your Family** who normally reside with **You** or to any person in **Your** employment and arising out of and in the course of their employment.
3. Liability directly or indirectly attributable to **Your** employment, business or profession
4. Liability caused by or through or in connection with any advice or treatment of a professional nature other than first aid treatment
5. Liability arising from ownership, maintenance, use, loading or unloading of a motorised land vehicle, aircraft or powered watercraft.
6. Liability arising out of ownership or possession of land or buildings unless they are **Your Building** specified on **Your Policy Schedule**.
7. Punitive fines, penalties, or damages.
8. Loss or damage arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.
9. Loss or damage arising from the ownership, possession or use of any firearm.
10. Loss or damage arising from the ownership, possession or use of any animal other than a dog or cat.

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EXCEPTIONS APPLICABLE TO SECTIONS 2, 3, & 4

What is Not Covered

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

a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of nuclear weapons shall be deemed a warlike act even if accidental.

b) **Any Act of Terrorism.**

An **Act of Terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon. An **Act of Terrorism** means the use of force or violence and/or the threat thereof committed for political, religious or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public at fear.

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

a) Destruction, confiscation or seizure by any government or public authority.

b) Extremes of temperature, dampness or dryness of atmosphere or water vapour. Neither do we cover the presence of **Mould**, however caused, or any loss or damage caused by **Mould**. **Mould** means any type or form of fungus, including but not limited to all forms of **Mould** or mildew, any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by **Mould**.

c) **Nuclear Hazard** which means any nuclear reaction, radiation, radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

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"The **Policy** schedule and the **Policy** wordings shall be read together to form an entire contract between Us and You".

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I hereby revoke the appointment of the following trustee(s)/additional trustee(s) for the above insurance policy/certificate.

Full Name	NRIC/Passport No.

TRUSTEE(S) DECLARATION

I/We hereby agree and consent to act as trustee(s) for the above insurance policy/certificate and accept that my/our appointment is subject to the absolute right of revocation by the policyholder.

I/We further agree and consent that AIG Malaysia Insurance Berhad ("AIG") may collect, use and process my/our personal information (whether obtained in this form or otherwise obtained) and disclose such information in accordance with AIG's Privacy Notice found at <https://www.aig.my/privacy-notice>.

SIGNATURE

DATE

Day

Month

Year

Full Name
Contact No.

SIGNATURE

DATE

Day

Month

Year

Full Name
Contact No.

MY DECLARATION

I have completed and submit this form after having read and understood the Important Notes on Nomination below.

I further agree and consent, and if I am submitting information relating to another individual, I represent and warrant that I have the authority to provide that information to AIG Malaysia Insurance Berhad ("AIG"), I have informed the individual(s) 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 AIG, and the individual(s) agrees and consents, that AIG may collect, use and process my/his/her personal information (whether obtained in this form or otherwise obtained) and disclose such information in accordance with AIG's Privacy Notice.

Please refer to (and if submitting information relating to another individual, refer such individual/s to) the full version of AIG's Privacy Notice found at <https://www.aig.my/privacy-notice> before you provide your consent, and/or the above representation and warranty.

SIGNATURE

DATE

Day

Month

Year

WITNESS DECLARATION

This section must be completed failing which this form will be invalid.

I confirm that this form was signed by the policyholder in my presence.

I further agree and consent that AIG Malaysia Insurance Berhad ("AIG") may collect, use and process my personal information (whether obtained in this form or otherwise obtained) and disclose such information in accordance with AIG's Privacy Notice found at <https://www.aig.my/privacy-notice>.

FULL NAME

NRIC NO

ADDRESS

STATE

POSTCODE

SIGNATURE

DATE

Day

Month

Year

TRUSTEE(S) CONSENT

This section must be completed if you are revoking a nomination, adding a nominee who is not your spouse, child or parent, or making a variation which will adversely affect the interests of your nominees

I/We the trustee(s) for the above insurance policy/certificate agree and consent to the change/revocation of the existing nomination prior to the date as signed under.

I/We the witness(es) confirm that this form was signed by the trustee(s) in my/our presence.

I/we further agree and consent that AIG Malaysia Insurance Berhad ("AIG"), may collect, use and process my/our personal information (whether obtained in this form or otherwise obtained) and disclose such information in accordance with AIG's Privacy Notice found at <https://www.aig.my/privacy-notice>.

SIGNATURE

TRUSTEE FULL NAME

DATE

Day

Month

Year

WITNESS SIGNATURE

WITNESS FULL NAME

WITNESS NRIC NO

WITNESS ADDRESS

DATE

Day

Month

Year

SIGNATURE

TRUSTEE FULL NAME

DATE

Day

Month

Year

WITNESS SIGNATURE

WITNESS FULL NAME

WITNESS NRIC NO

WITNESS ADDRESS

DATE

Day

Month

Year

IMPORTANT NOTES ON NOMINATION

1. A nomination by a non-Muslim policyholder shall create a trust in favour of the nominee(s) of the policy moneys if the nominee(s) is his/her spouse, child, or parent (where there is no spouse or child living at the time of nomination).
2. It is advisable for a non-Muslim policyholder to appoint trustee(s) for the policy moneys. **Trustee(s) named must not be below 18 years old and cannot be the policyholder.** In the event no trustee is appointed, the trustee(s) shall be (a) nominee(s) who is competent to contract; (b) where the nominee(s) is incompetent to contract, the parent of the incompetent nominee(s) other than the non-Muslim policyholder; or (c) where there is no surviving parent, the public trustee or a trust company nominated by the non-Muslim policyholder.
3. The trustee(s)' written consent must be obtained to revoke a nomination, add a nominee who is not a spouse, child or parent, vary the policy to the adverse interest of the nominees, surrender, assign or pledge the policy as security.
4. Any nominee who is not a spouse, child or parent of the non-Muslim policyholder will receive the policy moneys as an executor and not solely as a beneficiary. If the intention is for the nominee who is not a spouse, child or parent to receive the policy moneys as a beneficiary, the benefits of the policy must be legally assigned.
5. Nominees of Muslim policyholder shall receive the policy moneys as an executor, and upon receipt of such policy moneys shall distribute the policy moneys in accordance with Islamic Law.
6. **All witnesses in this form must not be below 18 years old and cannot be a named nominee of the policy moneys.**
7. **The original copy of this form has to be received by AIG Malaysia Insurance Berhad during the lifetime of the policyholder.**
8. Please refer to Schedule 10 of the Financial Services Act 2013, for more information on "Payment of Policy Moneys under Life Policy and Personal Accident Policy".

DISCLOSURE & POLICY STATEMENT
KETERANGAN & KENYATAAN POLIS/

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-
01 bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-

- a) The Customer Care Officer of AIG Malaysia Insurance Berhad (795492-W) ("Company") at tel: 1800 88 8811 or fax: 603 2685 4896 or via e-mail to AIGMYCare@aig.com. At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer. Pegawai Khidmat Pelanggan AJG Malaysia Insurance Berhad (795492-W) ("Syarikat") di tel: 1800 88 8811 atau faks: 603 2685 4896 atau e-mel/ pada AIGMYCare@aig.com. Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.
- b) The Financial Mediation Bureau (FMB) at tel: 03-2272 2811 or fax: 03-2272 1577
Any policyholder who is not satisfied with the decision of an insurance company may write to the 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 must be submitted to facilitate FMB's reference.
Biro Pengantaraan Kewangan (BPK) di tel: 03-2272 2811 atau faks: 03-2272 1577
Pemegang polis/ yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menuis surat aduan kepada BPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polis/. Salinan surat antara pemegang polis/ dan pihak syarikat insurans perlu diserahkan kepada BPK untuk rujukan.

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

Pihak Syarikat adalah terikat kepada keputusan BPK. Pemegang polis/ boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polis/. Sekiranya pemegang polis/ tidak berpuas hati dengan keputusan BPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan BPK.

The address is / Alamat ialah:-

Biro Pengantaraan K-angan
Tingkat 14, Blok Utama
Dataran Kewangan Darul Takaful
No 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur

- c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.

Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-21741515.

Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polis/ atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.

The address is / Alamat ialah:-

Pengarah
Laman Informasi Nasihat dan Khidmat (LINK)
Tingkat Bawah, Blok C
Bank Negara Malaysia
Petisuraan 10922
50929 Kuala Lumpur

2. By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.

Bersandarkan Akta Pencegahan Pengubahan Wang Haram & Pecegahan Pembiayaan Keganasan 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.

3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.

Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.

4. 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. Such request can be made by writing to the Company at AIG Malaysia Customer Care, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur or phone: 1800 88 8811, fax: 603 2685 4896 or email: AIGMYCare@aig.com.

KESETUJUAN PENGGUNAAN MAKLUMAT PER/BAD/: Dengan mengemukakan permohonan untuk perlindungan, anda bersetuju untuk pengumpulan maklumat peribadi anda oleh AIG Malaysia (sama ada melalui telefon atau lain-lain cara diperolehi) dan mungkin akan dipegang, digunakan dan didedahkan oleh AIG Malaysia kepada individu, penyedia perkhidmatan dan organisasi-organisasi yang berkaitan dengan AIG Malaysia atau mana-mana pihak ketiga yang dipilih (di dalam atau luar Malaysia, termasuk syarikat insurans semula dan penyalatan tuntutan dan persatuan-persatuan industri) untuk tujuan memproses insurans ini dan memberikan perkhidmatan selanjutnya untuk tujuan ini, produk kewangan AIG Malaysia dan perkhidmatan-perkhidmatan dan penyesuaian data, soal selidik dan untuk berkomunikasi dengan anda untuk tujuan seperti itu. Anda berhak untuk mendapatkan akses, meminta pembetulan atau menarik balik persetujuan untuk penggunaan maklumat peribadi anda yang dipegang oleh AIG Malaysia. Permohonan seperti itu boleh dibuat secara bertulis kepada pihak Syarikat di AIG Malaysia Customer Care Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur atau menelefon: 1800 88 8811, fax: 603 2685 4896 atau e-mel: AIGMY.Care_@aig.com.

IMPORTANT NOTICE

Please take note that a Product Disclosure Sheet is attached to your policy contract:

The Product Disclosure Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service at 1800 88 8811 (Monday – Friday, 9am - 5pm).

NOTIS PENTING

Sila ambil perhatian bahawa sesa/Inan He/alan Pendedahan Produk adalah dilampirkan dengan kontrak polisi anda:

He/alan Pendedahan Produk mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-lerma atau syarat-syarat polis/, sila hubungi Talian Perkhidmatan Pelanggan kami di 1800 88 8811 (Isnin – Jumaat, 9pagi-5petang)



AIG Malaysia Insurance Berhad (795492-W)
Menara Worldwide,
198, Jalan Bukit Bintang,
55100 Kuala Lumpur.

Telephone: 1800 88 8811
Facsimile: 603 2685 4896
www.aig.my