

Houseowner / Householder

Policy

Houseowner / Householder Policy

Our agreement

Applicable for Consumer Insurance Contracts

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

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

Applicable for Non-Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Allianz General Insurance Company (Malaysia) Berhad (735426-V)** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

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

What makes up this policy

Insurance does not cover **You** against everything that can happen. Please **read Your Policy** carefully to make sure **You** understand what it covers, the terms and conditions applicable and make sure **You** are satisfied with this insurance.

The heading does not form part of the Policy wording.

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

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

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

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

Your duty to inform us

Duty of Disclosure

Applicable for Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** 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.

Applicable for Non-Consumer Insurance Contracts

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

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

Notice of Other Insurances

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

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

Insuring clause

(Applicable for **Buildings and / or Contents**)

We will Insure the Buildings and / or Contents as shown on **Your Schedule** during the **Period of insurance**.

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

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

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

Your Schedule will show if **You** have insured **Your** building, **Your** contents or both.

Your building

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

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

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

Your contents

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

What is Covered	What is Not Covered
<p>The cover for the Contents is limited to:</p> <p>(a) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total Sum Insured on Contents, unless such article is specially declared as a separate item;</p> <p>(b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total Sum Insured on Contents.</p>	<p>The cover for the Contents will not include:</p> <p>(a) Part of the structure or ceiling, wallpapers or anything similar;</p> <p>(b) Property insured under more specific policies;</p> <p>(c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the Schedule.</p>

Applicable Warranties

(Applicable for **Buildings and / or Contents**)

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

(A) Restriction of Merchandise Warranty

No part of the **Premises** should be used for the manufacture or deposit or storage of merchandise during the **Period of Insurance**

(B) Premium Warranty

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

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

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

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

Insured Events

(Applicable for **Buildings and / or Contents**)

What is Covered	What is Not Covered
<p>We will provide cover for loss or damage to Your Building and/or Contents caused by any of the following perils:</p> <ol style="list-style-type: none"> 1. Fire, Lightning, Thunderbolt, Subterranean Fire 2. Explosion 3. Aircraft and Other Aerial Devices and/or articles dropped therefrom 4. Impact to any of the: <ol style="list-style-type: none"> (i) Private Dwelling House, by any road vehicle or animals not belonging to or under the control of: <ul style="list-style-type: none"> • You; or • Your Family member. (ii) Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of: <ul style="list-style-type: none"> • You; or • Your agent or servant; or • Any person resident in the Flats or Apartments. 5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes 	<p>We will not provide cover for loss or damage to Your Building and/or Contents as follows:</p> <ol style="list-style-type: none"> (a) The Excess amount stated on the Schedule. (b) Destruction or damage occurring while the Private Dwelling House is left untenanted.

What is Covered	What is Not Covered
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, any member of Your Family or any other person authorized to be in Your Premises .
7. Hurricane, Cyclone, Typhoon, Windstorm	(a) The Excess amount stated in the Schedule . (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.
8. Earthquake, Volcanic Eruption	(a) The Excess amount stated in the Schedule .
9. Flood	(a) The Excess amount stated in the Schedule . (b) Loss or damage to Buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.
10. Robbery & Hold Up in the Premises	

Additional benefits

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

(Applicable for Contents)

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

(A) Contents Temporarily Removed

What is Covered	What is Not Covered
You are covered for an Insured event when the Contents are temporarily removed from Your Private Dwelling House , but remaining within the Geographical Area , provided such Contents are not covered under another insurance policy. The limit of liability of this benefit is fifteen (15) percent of the Total Sum Insured on Contents .	(a) Contents removed for sale or exhibition. (b) Contents placed at furniture storage area. (c) Losses due to Insured event 7 (hurricane, cyclone, typhoon, windstorm), Insured event 8 (earthquake, volcanic eruption) and Insured event 9 (Flood) whilst the Contents are in transit.

(B) Breakage to Mirrors

What is Covered	What is Not Covered
You are covered for breakage of mirrors caused by an Insured Event whilst in the Private Dwelling House . The limit of liability is RM500.00 per piece any one accident.	(a) Hand Mirrors

(C) Compensation for Death

What is Covered	What is Not Covered
You are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occurs within three (3) calendar months of such injury. If there are more than one (1) named insured, We will be liable for a pro-rate proportion of the compensation. For a Corporation, You must nominate a person or persons and lodge their name(s) with Us . The limit of liability of this benefit is the sum specified on the Schedule or one-half of the Total Sum Insured on Contents , whichever is lesser.	None

(D) Servants Property

What is Covered	What is Not Covered
You are covered for loss or damage caused by an Insured event to clothing and personal effects of Your domestic servant(s), who stay with You or Your Family within the Geographical Area as stated on the Schedule , provided such contents are not insured under another insurance Policy .	(a) Cash, currency notes, bank notes and stamps.

(Applicable for Buildings and / or Contents)

Applicable if **Your** Policy insures either **Your Building** and / or **Contents**:

(E) Rent Insurance

What is Covered	What is Not Covered
<p>We will indemnify You for any accidental loss or damage to Contents caused by contract or renovation works carried out by a contractor at Your Premises (including any theft of the Contents that is accompanied by actual forcible and violent breaking into or out of Your Premises or any such attempt) during the period of interior decoration, refurbishment or renovation, subject to the following:</p> <p>(a) the coverage under this benefit shall be for the duration of the contract or renovation work carried out subject to a maximum of 2 months only and shall apply to each distinct contract or renovation works carried out throughout the Period of Insurance; and</p>	<p>We will not provide cover for loss or damage to Contents as follows:</p> <p>(a) Loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution;</p> <p>(b) The cost of loss prevention or mitigation measures which becomes necessary during the period of interior decoration, refurbishment or renovation;</p> <p>(c) Consequential loss of any kind;</p> <p>(d) Loss or damage directly or indirectly caused by faulty design of the interior decoration, refurbishment or renovation works carried out;</p> <p>(e) Loss or damage discovered at the time of taking inventory;</p>

(F) Liability to the Public

What is Covered	What is Not Covered
<p>We will indemnify You or Your spouse's legal liability in respect of Accidents or series of Accidents arising out of one Occurrence, during the Period of Insurance to property or bodily injury to another person, who is not a member of Your Family, Household or in Your service:</p> <p>(a) Liability as owner of the insured Building caused by a defect in the Building.</p> <p>(b) Liability as an occupier in respect of Accidents which occur in or about the Private Dwelling House.</p> <p>Our limit of liability shall not exceed the sum specified on the Schedule.</p> <p>We will also indemnify You or Spouse:</p> <p>(a) Legal costs and expenses recoverable from You or Spouse by any claimant, provided such legal cost and expenses were incurred before the date We shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one Occurrence.</p> <p>(b) Legal costs and expenses incurred by You or Spouse with Our consent.</p>	<p>(a) Any claims brought against You or Spouse, in any country in courts outside Malaysia.</p> <p>(b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.</p> <p>(c) We shall not be liable for injury or damage arising out of or incidental to:</p> <ul style="list-style-type: none"> 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; 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;

What is Covered	What is Not Covered
<p>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.</p> <p>We will indemnify Your personal representative in the event of Your death, in respect of the liability incurred by You or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Policy.</p>	<ul style="list-style-type: none"> 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.

General exceptions

(Applicable for **Buildings** and / or **Contents**)

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:

- War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- 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;
- Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public or any section of the public in fear.

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

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

General Exception 2

We will not cover loss or damage:

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

General Exception 3

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

How we will settle your claim

(Applicable for **Buildings and / or Contents**)

(A) 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**.

(B) No right of claim from any other person

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

(C) Limit to three (3) paying guests only

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

For the purposes of Additional Benefit – F) Liability to the Public under Section I and/or Section II only, these persons are deemed to be members of **Your Household**.

(D) Market value

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

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

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

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

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

(E) 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**.

(F) 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.

(G) Excess

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

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

(H) 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.

(I) 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.

(J) Fraud

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

(K) 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**.

(L) Arbitration

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

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

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

How to make a claim

(Applicable for **Buildings and / or Contents**)

(A) 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.

(B) Building plans

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

(C) 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 and supply **Us** full particulars in writing.

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

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

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

Your responsibility

(Applicable for **Buildings and / or Contents**)

(A) 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 House**, **You** shall make good as soon as possible any defect discovered and shall, in the mean time, take additional precautions to prevent injury, loss or damage.

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

(B) 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.

(C) 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

(Applicable for **Buildings and / or Contents**)

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**.

Goods and Services Tax impact on Claims Settlement

Claims Settlement

We will pay your claim inclusive of the GST on items which are taxable supplies, up to the limit of the Sum Insured.

In the event that you are entitled to claim for the Input Tax Credit and if we make a payment under this policy as compensation to you, we will reduce the amount of the payment by deducting your Input Tax Credit entitlement irrespective of whether you have or have not claimed the Input Tax Credit, up to the limit of the Sum Insured.

Determining the adequacy of the Sum Insured

If the subject matter hereby insured (inclusive of the GST) shall, on the happening of an insured peril, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every insured item, if more than one, of the policy shall be separately subject to this condition.

In the event that you are entitled for the Input Tax Credit on each of the insured item(s), the value as stated above will be reduced by deducting your Input Tax Credit entitlement in determining the adequacy of the Sum Insured.

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.

"Consequential loss" means financial loss.

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

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

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

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

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

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

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

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

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

"Insured event" means one of the perils listed under this Policy.

"Non-Consumer Insurance Contracts" means insurance for purposes related to the Insured's trade, business or profession.
"Occurrence" means the exact period when the incident took place.

"Occurrence" means the exact period when the incident took place.

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

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

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

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

"Plate glass" means glass fitted to the structure of the building.

"Policy" means Your insurance contract which consists of this Policy wording and Schedule.

"Premium" means any amount We require You to pay under this Policy and 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" means the land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes.

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

"Customary short-period rates" means the following:

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

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

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

"We, Our and Us" means the insurance company .

"You and Your" means the person(s) named on the Schedule as the insured.

Insurance for Residential Property

Types of insurance policies

There are three main types of policies to protect **Your** property and household goods:

- **Fire** - this policy covers loss/damage to **Your** property building and contents caused by three types of perils, namely fire, lightning and explosion of gas used for domestic purposes only.
- **Houseowner** - this policy covers **Your** building, including its fixtures and fittings, garages, wall, gates and fences, against several specified risks.
- **Householder** - this policy covers **Your** household goods only, i.e. the movable possessions in your property against specified risks.

If you wish to have comprehensive cover for **Your** property and its contents, you should buy both houseowner and householder policies.

Coverage for each type of policy

The table below show the main perils covered as well as exclusions under the three insurance policies:

Cover / Types	Fire	Householder	Houseowner
1. Fire, lightning and explosion caused by gas used for domestic purposes	✓	✓	✓
2. Loss/Damage caused by aircraft, explosions (other than gas used for domestic purposes), road vehicles or animals, bursting or overflowing of water tanks or pipes, electrical installations, windstorm, tempest, earthquake, volcanic eruption and flood.	✗*	✓	✓
3. Theft with violent/forcible entry or exit	✗	✓	✓
4. Loss of rental	✗*	✓	✓
5. Liability to third parties for accidents in your property	✗	✓	✓
6. Compensation for death of the insured	✗	✗	✓
7. Subsidence and landslip	✗*	✗*	✗*
8. Riot, strike and malicious damage	✗	✗	✗

* These exclusions can be covered under your policy (also known as extensions) with payment of additional premiums.

Please check for the details of the coverage, exclusions and extensions with your insurance company/insurance agent before purchasing the policy.

What you should know when buying insurance cover for your property

Insured Value/Sum Insure

Ensure your property is adequately insured at all times, and take into account the renovations and enhancements made to your property.

You should also decide on the basis of compensation for loss/damage to your property, whether it is on indemnity or reinstatement basis, and the sum insured shall reflect the choice. For reinstatement basis, sum insured should cover the cost of rebuilding your property in the event of loss/damage. You may need to seek the advice of a professional property valuer to know the estimated value of your property.

If your property is under financing and insured by the financier, you should make sure that the property is adequately insured. Usually, the coverage arranged by your financier will be for the amount loan taken. You may therefore, want to take up additional insurance cover to better protect your interest.

When purchasing a householder policy, you must ensure that the sum insured reflects the coverage needed to replace all the contents in your property. You must also declare items that you want to secure specifically to ensure that you get the full compensation in the event of their loss/damage. You may also take additional coverage for valuable items such as artwork, jewellery, antiques or collectibles.

It is also important to keep documents that show the proof of ownership and the value of items insured, for example, purchase receipts. Photographs of your valuable items, if available, may also be very helpful in the event of a claim.

Average Condition

If the amount insured in your insurance policy is less than the rebuilding cost (i.e. under-insurance), you are deemed to be self-insuring the difference. The average condition will apply in the event of a claim.

Example:

The total cost to rebuild a house is RM100,000, the sum insured is RM80,000 and the loss is RM5,000. The average condition will be calculated as follows:

$$\frac{\text{Sum insured : RM80,000}}{\text{Rebuilding cost : RM100,000}} \times \text{Loss : RM5,000} = \text{RM4,000}$$

In the above example, the insurance company will only pay RM4,000 instead of RM5,000 for the loss. You may have to bear the difference of RM1,000.

Responsibility for Purchase of Insurance

If you are buying a property from a developer and the property is under construction stage, the insurance of the property is the responsibility of the developer. You only need to insure the property only upon vacant possession from the developer.

For properties with strata title such as flats, apartments and condominiums, it is mandatory for the Management Corporation (MC) to purchase fire insurance for the whole building. The individual unit owner is required to pay to the MC his/her respective premium portion. At the same time, if the unit is purchased through a loan, the financier would normally require the unit owner (borrower) to obtain an insurance policy for the unit, leading to a situation of double insurance.

However, if you have obtained the loan from a financier institution under Bank Negara Malaysia's supervision, borrowers will not be required to buy another insurance policy for their units. Instead, these financial institutions will accept the insurance policy already purchased by MC subject to certain terms and conditions. In this instance, you need to obtain the individual certificate of the master policy from the MC and present it to your financial institution as evidence of insurance. If your loan is not from a financial institution under the supervision of Bank Negara Malaysia, you can negotiate with the institution concerned.

Payment of Premium

- (a) Premium must be paid and received by your insurance company within 60 days from the inception date of the cover, otherwise the cover is automatically cancelled and you will still be responsible to pay the proportion of premium for the 60 days.
- (b) It is advisable that you pay the premium directly to the insurance company, either by cash, credit card or cheque. Should you decide to pay the premium through your agent, ensure your cheque is made payable only in the name of the insurance company.

Insist on a receipt for the premium paid to your insurance agent or insurance company. Do contact your insurance company if you have not received the policy after one month of purchase.

What you should know when making a claim

If your property suffers damage/loss

- (a) You must **notify your insurance company** in writing with full details **as soon as possible**.
- (b) You must take the **necessary measures to mitigate further loss/worsening** of the situation.
 - If temporary repairs are required to stop further damage, you should ensure that these are carried out immediately and the bills of work carried out should be kept as part of your claim. An example of temporary repair is to use a waterproof polyethylene/plastic sheet to cover damaged area to avoid further damage by rain water.
 - If the repairs required are of a permanent nature, you

should obtain estimates of the repairs required and send them to your insurance company for approval before commencing with repairs.

Settlement of Claims

The compensation amount depends on the basis of the cover:

- (a) **Indemnity basis** will pay the cost of repairing the damaged building less the amount for wear, tear and depreciation; or
- (b) **Reinstatement value basis** will pay the full cost of repairing the damaged building without any deductions being made for wear, tear or depreciation, provided that the sum covered is adequate to cover the total cost of reinstating the building.

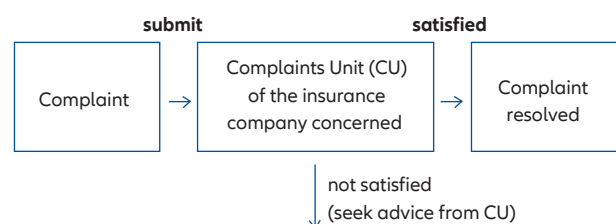
In the absence of any special provision, the cover will be on indemnity basis. If you want to be covered on reinstatement basis, your policy should have the relevant clause attached to it.

Excesses, being the amount you have to bear before your insurance company indemnifies you, are applicable for certain perils, such as overflowing of domestic water tanks, windstorm, earthquakes and flood claims.

Making a Claim

- (a) You must submit your claim with all supporting information and documents to your insurance company. The more information you have on the damaged items (description of each item, the date of purchase and purchase price), the easier it will be for your insurance company to assess your claim.
- (b) You should cooperate fully with the adjusters/investigators appointed by your insurance company to assess your claim.

How to lodge a complaint and redress avenues available



Write to either :

- 1) Bank Negara Malaysia; or
 - 2) the insurance mediator at the Financial Mediation Bureau.
- Alternatively, you could take your case to court.



For more information, log on to www.insuranceinfo.com.my or visit the kiosks at most branches of insurance companies or contact your agent.

To Attach Schedule Here

Lodging of Complaints

We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve you better.

To provide us with your feedback, you may contact us via the following channels:

Write to:

Customer Feedback Center, Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.



1 300 22 5542



customer.service@allianz.com.my



allianz.com.my

Avenues to Seek Redress

You may submit your complaint to the Financial Markets Ombudsman Service (FMOS) if you are not satisfied with our final response or decision, and if your complaint is within the scope of the FMOS as well as a monetary limit of RM250,000.

FMOS can be contacted at the following address:

Financial Markets Ombudsman Service (Company No: 200401025885)
Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.



03 2272 2811



fmos.org.my

If your complaint does not fall within the purview of FMOS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following:

Mailing Address:

BNMLINK
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur

BNMLINK Office:

4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur



1 300 22 5542
03 2174 1717 (Overseas)



03 2174 1515 (Fax)



bnm.gov.my (Website)
bnm.gov.my/livechat (Live Chat)
bnmlink.bnm.gov.my (eLINK Form)

For physical visits, BNMLINK will receive visitors by appointment only. The public may request for an appointment through eLINK Form or by telephone.

You may check with our Customer Feedback Center on the types of eligible complaints handled by FMOS or BNM before submitting your complaint.

Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz Customer Service Center

Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.
Allianz Contact Center: 1300 22 5542 Email: customer.service@allianz.com.my   AllianzMalaysiaia  allianz.com.my

