

HOUSEHOLDER PLUS POLICY

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to KURNIA INSURANS (MALAYSIA) BERHAD (hereinafter called the "the Company") for the insurance hereafter contained and has paid or agreed to pay the Premium as consideration for such insurance

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance or during any subsequent period for which the insured shall pay and the Company shall agree to accept the premium required for the renewal of this policy, and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

SECTION I: MATERIAL DAMAGE TO HOUSEHOLD CONTENTS

A. INSURED PERILS

The Company will indemnify the Insured against accidental physical loss of or damage to the Insured Property from any external cause not excluded by the SPECIAL EXCLUSIONS TO SECTION I or by the GENERAL EXCLUSIONS.

COVERAGE INCLUDES BUT IS NOT LIMITED TO loss or damage caused by Fire, Lightning, Explosion, Earthquake, Riot, Strike, Malicious Damage, Typhoon, Windstorm, Flood, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Impact of Aircraft or Vehicles, Burglary, Housebreaking, and all other loss or damage due to any accidental external cause not specifically excluded hereinafter.

B. INSURED PROPERTY:

All Householder Contents which expression shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Insured or any member of his family normally residing with him and fixtures and fittings the Insured's own or for which he is responsible whilst situated at the Insured Premises.

PROPERTY TEMPORARILY REMOVED:

This Section extends, except as regards property removed for sale or exhibition or to furniture depositories and subject in every case to the Terms of this Policy, to cover the same whilst temporarily removed from the Insured Premises but remaining in the Territorial Limits, if and so far as such property is not otherwise insured. The liability of the Company under this extension will be limited to 15% of the Total Sum Insured on Section I.

C. BASIS OF SETTLEMENT:

For the purpose of Section I of the policy, the basis of settlement shall be:

- i) for electrical appliances or equipment less than 5 years from the date of first purchase - the cost of replacing the lost or damaged property with property of the same kind or type but not superior to or more extensive than the insured property when new, or, where such property is no longer available in the market, the cost of replacing with property of like kind and with specifications and/or performance which most closely resemble that of the lost or damaged property. Provided that the liability of the Company in respect of each item shall not exceed the original purchase price.
- ii) for antiques, paintings and other works of art - the cost of restoring the property to the original condition or the original purchase price or the value determined by a professional valuer whichever is the lower.
- iii) for all other insured property - the actual cash value of such property at the time of loss or damage but shall in no case exceed that it would then cost to reinstate or replace with property of like kind and quality.

PROVIDED that in the event where any insured item consists of articles in pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

PROVIDED that if the property hereby insured shall, at the time of any loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

SPECIAL EXCLUSIONS TO SECTION I

The Company under this Section of the Policy will not indemnify the Insured for:

- (a) Loss or damage arising from wear and tear, depreciation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
- (b) Loss or damage arising out of or in any way traceable to mechanical defects in or the mechanical derangement or breakage of watches, clocks, musical instruments, wireless sets, gramophones, typewriters, sewing machines, cameras, sports gear and the like.
- (c) Loss or damage caused by theft other than theft occurring within the Insured Premises .
- (d) Damage to travelling trunks, bags, boxes and other receptacles, other than total loss.

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- (e) The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble, gramophone records and/or other articles of a brittle nature, unless caused by burglary, housebreaking and/or fire.
- (f) Loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, medals, coins, stamps, manuscripts or other documents of value, motor vehicles and accessories and animals, birds, fish or plants. However, this exclusion does not apply to loss of or damage to currency notes not more than RM 1,000 in value caused by fire, burglary or housebreaking occurring within the Insured Premises.
- (g) Loss of or damage to property when in transit as Unaccompanied Baggage shipped under a Bill of Lading, Parcel Receipt, Waybill or similar document.
- (h) Loss of or damage to jewellery, personal ornaments, articles made of gold, silver or other precious metals, precious and semi-precious stones, watches, fountain pens, cigarette lighters, unless caused by fire, explosion, earthquake, windstorm, flood, burglary or housebreaking and then the liability of the Company will be limited to RM5,000 any one period of insurance.
- (i) Loss of or damage to antiques, paintings and other works of art unless caused by fire, explosion, earthquake, windstorm, flood, burglary or housebreaking and then the liability of the Company will be limited to RM5,000 any one period of insurance.
- (j) Loss of or damage to property due to burglary of housebreaking in the Insured Premises if the Premises is left unoccupied for more than sixty days in any one year of insurance, whether at one time or in the aggregate, unless sanctioned in writing by the Company, and if required, an additional premium paid.
- (k) Loss, damage or destruction directly or indirectly arising from delay, confiscation or detention by Customs or other officials or authorities.
- (l) Any loss or damage caused by or attributed to the act cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'".

- (m) Any loss or damage caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person within the meaning of the definition of the offence of CBT set out in the Penal Code.

CBT is defined in the Penal Code "as whoever, being in any manner entrusted with property," or with any dominion over property, dishonestly misappropriates or converts to this own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

SECTION II : HOTEL EXPENSE REIMBURSEMENT

The Company will indemnify the Insured for the reasonable expense necessarily incurred by him on accommodations at a hotel, lodging house or boarding house in consequence of the Insured Premises being so damaged by a peril insured under Section I as to be rendered uninhabitable but only in respect of such period of uninhabitability and subject to an amount not exceeding RM250 per day and to a period not exceeding 30 days.

A premise is deemed uninhabitable when it is rendered unsafe for occupation as a result of fire, flood, or other perils insured under Section I.

SECTION III : PERSONAL LIABILITY

THE INDEMNITY: -

Subject to the Limit of Liability stated in this Section the Company will indemnify the Insured in respect of: -

1. All sums the Insured shall become legally liable to pay for compensation in respect of: -
 - a) accidental bodily injury to any person.
 - b) accidental damage to property.
2. All costs and expenses of litigation: -
 - a) recovered from the Insured by any claimant or claimants.
 - b) incurred with the written consent of the Company

in respect to a claim against the Insured for compensation to which the Indemnity expressed in this Section applies.

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In the event of death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives who shall as though they were the Insured observe fulfil and be subject to the terms and conditions of this Policy so far as they can apply.

LIMIT OF LIABILITY

The Policy under this Section will indemnify up to an amount not exceeding Ringgit Malaysia Seventy Five Thousand (RM75,000.00) Any One Accident and Any One Period of Insurance.

SPECIAL EXCLUSIONS TO SECTION III

The indemnity expressed in this Section shall not apply to or include: -

- (a) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- (b) Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependant under any Workmen's Compensation Legislation.
- (c) Liability in respect of injury to any person who is a member of the Insured's own family or a member of the Insured's household.
- (d) Liability in respect of injury or damage to property belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.
- (e) Liability in respect of injury or damage caused by or in connection with or arising from:-
 - (i) the ownership or possession or use by or on behalf of the Insured of any animal (other than a dog or cat) aircraft, motor vehicle, vessel, arms of all types or craft of any kind.
 - (ii) the ownership possession or use by or on behalf of the Insured of any land or building.
 - (iii) any employment profession or business of the Insured or anything done in connection therewith or for the purpose thereof.
- (f) Liability in respect of which the Insured is or would be but for the existence of this Policy be indemnified under any other Policy of Insurance; in such case the Indemnity under this Policy shall not apply until the full amount of indemnity under such other Policy has been applied as far as it shall go in satisfaction of the liability.
- (g) Compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court competent jurisdiction within Malaysia.
- (h) Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

SPECIAL IV : PERSONAL ACCIDENT

The Company will pay to the Insured or to his legal personal representative the sum or sums of money in accordance to the Table of Benefits provided in this Section if the Insured Person(s) stated in the Schedule shall sustain any bodily injury caused by ACCIDENTAL VIOLENT EXTERNAL AND VISIBLE MEANS WHICH SHALL SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE result in his death or disablement.

PROVIDED ALWAYS THAT:

1. No sum stated in the Table of Benefits shall be payable unless death or disablement occur within twelve (12) months of the happening of the Bodily Injury.
2. The aggregate of all percentages payable in respect of any accident shall not exceed 100%. In the event of a total 100% having been paid all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the policy.
3. The sum payable under Benefit B shall be equal to the percentage of RM10,000 as specified in the Table of Benefits.

SPECIAL CONDITIONS APPLYING TO SECTION IV

1. All certificates accounts receipts information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
2. On the happening of any Accident for which compensation is payable under this Policy the Insured shall immediately employ the services of a registered medical practitioner and undergo any treatment such practitioner shall deem necessary.
3. The Insured Person(s) as often as required shall submit to medical examination on behalf of the Company at its own expense.

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4. The Company shall in the case of the death of the Insured Person(s) be entitled to have a post-mortem examination at its own expense.
5. No Assignee shall be entitled to any compensation under this Policy except that payable in respect of death. The Beneficiary when named in this Policy is at the request of the Insured but the Company shall not be bound to pay any compensation which may be due under this Policy to the Beneficiary unless the Beneficiary is also the Insured's legal representative.
6. The Insured Person(s) named in the Schedule under Section IV (A) shall be limited to the Insured, his or her legal spouse, and any children below eighteen (18) years of age, provided that any person exceeding sixty-five (65) years of age is deemed to be excluded.
7. The Insured Person named in the Schedule under Section IV (B) shall be the Insured's domestic servant. If there is more than one domestic servant at the time of the happening of the Accident, the benefits payable will be proportionately reduced.

SPECIAL EXCLUSIONS TO SECTION IV

This Policy does not cover death or disablement caused by or arising out of: -

- 1) suicide (whether felonious or not) or any attempt threat or self-injury, provoked assault, pregnancy or childbirth, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, the committing or attempt to commit any unlawful act.
- 2) the Insured Person(s) flying or travelling in an aircraft otherwise than as fare paying passenger with a licensed carrier on a schedule domestic or international route or on duly licensed charter service.
- 3) the Insured Person(s) engaging in:
 - a) water-skiing, scuba-diving, underwater activities involving use of underwater breathing apparatus, hunting, mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse riding, wrestling, boxing, racing of any kind other than on foot.
 - b) use of woodworking machinery driven by mechanical power.
- 4) Any pre-existing physical defect or infirmity, fits of any kind, disease or sickness of any kind.

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TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT	COMPENSATION
A. ACCIDENTAL DEATH (Occurring within 12 Months of Bodily Injury)	100 %
B. PERMANENT DISABLEMENT (Occurring within 12 Months of Bodily Injury) resulting in:	
1) Total & Permanent Disablement from engaging in or attending to employment/occupations of any and every kind	100 %
2) Total paralysis or permanently bedridden	100 %
3) Loss of	
a) one hand or arm	100 %
b) one foot or leg	100 %
c) all sight in one or both eyes	100 %
4) Loss of	
a) hearing in both ears	75 %
b) hearing in one ear	15 %
c) speech	50 %
5) Loss of	
a) four fingers and thumb of one hand	50 %
b) four fingers of one hand	40 %
6) Loss of	
Thumb - both phalanges	25 %
- one phalanx	10 %
7) Loss of	
- three phalanges	10 %
index finger - two phalanges	8 %
- one phalanges	4 %
8) Loss of	
- three phalanges	6 %
middle - two phalanges	4 %
finger - one phalanges	2 %
9) Loss of	
- three phalanges	5 %
ring - two phalanges	4 %
finger - one phalanges	2 %
10) Loss of	
- three phalanges	4 %
little - two phalanges	3 %
finger - one phalanges	2 %
11) Loss of	
- all of one foot	15 %
Toes - great, both phalanges	5 %
- great, one phalanges	2 %
- other than great, if more than one toe lost, each	1 %

OF RINGGIT MALAYSIA TEN THOUSAND ONLY (RM10,000)

Permanent Total Loss of use of member shall be treated as loss of member. Where any permanent partial disablement not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement, which in the opinion of the Company's medical advisors is not inconsistent with the provision of the above and without regard to the Insured's occupation.

Permanent Total Disablement means absolute disablement from engaging in or giving attention to profession or occupation of any kind.

Loss of Eye means total irrecoverable loss of all sight rendering the Insured Person absolutely blind in the eye beyond remedy by surgical or other treatment.

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GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

This policy does not cover:

- A. Any loss, damage or other contingency occasioned by or through or in consequence directly or indirectly, of any of the following occurrences namely: -
- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (b) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- In any action, suit or other proceeding where the Company alleges that by reason of the provision of this General Exception any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon the Insured.
- B. i) a) Loss or damage occasioned by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- ii) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 2(ii), combustion shall include any self-sustaining process of nuclear fission.
- C. Consequential loss or damage of any kind whatsoever except as provided for in Section II hereof.
- D. Any loss, damage or other contingency occasioned by or through or in consequence directly or indirectly upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

1. This policy and the Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
2. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the insurance to be continued.
3. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
4. The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section III of this Policy such paying guests, boarders and lodgers shall be deemed to be members of the Insured's household.
5. The Sum Insured on Section I declared by the Insured represents not less than full value of the Insured Property and the total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.
6. If at the time of any loss, damage or liability covered by this Policy there shall be any other insurance covering such loss, damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
7. The Insured shall give notice to the Company of any insurance or insurances already effected or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.
 - (a) The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt threat he shall also give immediate notice to the Police

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- (b) The Insured shall on receiving notice of any accident or claim arising under Section III give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- (c) The Insured shall not incur any expense in making good any, damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
8. The Company shall be entitled: -
- (a) On the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
- (b) To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own - benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.
9. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on this behalf to obtain any benefit under this Policy all benefits thereunder shall be forfeited.
10. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven day's notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
11. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.
- The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
12. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Insured is the owner of the Insured Premises. If any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

EXCLUSION OF TERRORISM COVER

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of 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 treat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, 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.

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IMPORTANT NOTICE / NOTIS PENTING

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

Pihak Diinsuranskan hendaklah membaca Polisi ini dengan teliti, dan jika terdapat kesilapan atau keterangan yang salah, atau jika nota perlindungan tidak memenuhi kehendak Pihak Diinsuranskan, dengan kadar segera memberitahu kepada Syarikat dan menqembalikan Polisi untuk membuat pembetulan sewajarnya.

2. Insured who is not satisfied with the course of the action or decision of the Company, may seek redress or assistance with the Financial Mediation Bureau or alternatively to approach Bank Negara Malaysia's Customer Services Bureau, addressed below:

Pihak Diinsuranskan yang tidak berpuas hati dengan segala tindakan atau keputusan Syarikat boleh memperoleh rujukan atau bantuan dengan Jabatan Pengantaraan Kewangan atau seterusnya menghadap kepada Bahagian Perkhidmatan Pelanggan Bank Negara Malaysia, seperti alamat tertakluk di bawah:

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| a. Financial Mediation Bureau (FMB)
Level 25, Dataran Kewangan Darul Takaful
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur | b. Jabatan Konsumer Dan A malan Pasaran
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur |
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