



AmAssurance

HOUSEHOLD GUARD INSURANCE

STAMP DUTY PAID

WHEREAS the Policyholder / Insured by an application and declaration which are duly incorporated herein has applied to **Liberty General Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (herein after collectively referred to as the Terms of this policy):

THE COMPANY will be by payment or at its option by reinstatement or repair indemnify the Insured against loss or damage to the property insured caused by any of the undermentioned Perils:

PART 1 – PERILS

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 by any road vehicles or animals not belonging to or under the control of the Insured or any member of his family.
5. BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES excluding destruction or damage occurring while the Private Dwelling House is left untenanted.
6. THEFT but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat. PROVIDED that in the event of the Private Dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in anyone Period of Insurance the insurance against this Peril shall, unless otherwise agreed by endorsement hereon, be entirely suspended in respect of any period or periods during which the Private Dwelling may be unoccupied in excess of the aforesaid (90) days.
7. HOLD-UP and ARMED ROBBERY.
8. HURRICANE, CYCLONE, TYPHOON, WINDSTORM.
9. EARTHQUAKE, VOLCANIC ERUPTION.
10. FLOOD but excluding loss or damage by subsidence or landslip.
11. RIOT, STRIKE, MALICIOUS DAMAGE.

PART 2 – CONTENTS

A. LOSS OR DAMAGE OF CONTENTS

The Company will indemnify the Insured against loss or damage caused by any of the abovementioned Perils to the 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 legally responsible whilst contained in the Private Dwelling House which expression shall include the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-building used solely in connection therewith and on the same premises specified in the Schedule.

Provided that:

- a) No part of the structure or ceiling, wallpapers or the like is covered under this Section.
- b) No one article (furniture, piano, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment and the like excepted) shall be deemed of greater value than 5% of the Total Sum Insured on Contents unless such article is specially declared as a separate item.
- c) The total value of platinum, gold, pewter and silver articles, jewellery and furs shall be deemed not to exceed thirty (30) per cent of the Total Sum Insured on Contents.
- d) The total value of antiques, valuable paintings and other artifacts shall be deemed not to exceed thirty (30) per cent of the Total Sum Insured on Contents.

Liberty General Insurance Berhad 197801007153 (44191-P)
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- e) The total value of cash, currency notes, bank notes, and coins collection shall be deemed not to exceed RM1,000.00.
- f) The total value of personal effects kept outside the Private Dwelling but within the Insured compound shall be deemed not to exceed RM1,000.00.
- g) This policy does not cover deeds, bonds, bill of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, manuscripts, medals, motor vehicles and accessories or livestock and pets.
- h) The total value of household goods and the like kept in the refrigerator shall be deemed not to exceed RM200.00.

B. 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 Private Dwelling but remaining in the Geographical Area, against all the aforementioned perils. As regards to perils 6, theft or robbery by forcible and violent means must be evident before this extension can apply. The liability of the Company under this extension will be limited to fifteen (15) per cent of the Total Sum Insured on Contents.

C. DAMAGE TO MIRRORS

The Company will indemnify the Insured against loss or damage to mirrors, other than hand mirrors, by breakage thereof whilst in the Private Dwelling. The liability of Company under this extension is limited to RM500.00 per piece any one incident.

D. PERSONAL ACCIDENT

In the event of death or permanent disability to the Insured or to any member of the household caused by violent accidental external and visible means, this section will indemnify the Insured or injured person the sum specified in the schedule below:

Schedule of Benefits	Benefit / person
Death / Permanent Disability (bed-ridden)	RM 10,000
Loss of both hands and / or both feet	RM 10,000
Loss of sight of both eyes and / or hearing of both ears	RM 10,000
Loss of sight one eye and one hand / one foot	RM 10,000
Loss sight of one eye / hearing on one ear	RM 5,000
Loss of one hand / one foot	RM 5,000

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

SPECIAL EXCLUSIONS TO SECTION D

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny or popular rising, military insurrection, rebellion, revolution, military or usurped power, martial law of state, confiscation, nationalization, requisition by or under the order of any Government or public or local authority and any act person acting on behalf or in connection in any organisation in activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence means;
- b) direct or active of participation in strike, riot or civil commotion;
- c) insanity, suicide (whether sane or insane) any attempt thereat or intentional self-injury;
- d) venereal disease, AIDS, infection or parasites;
- e) the Insured being affected/influence (temporarily or otherwise) by alcohol or drugs;
- f) childbirth, miscarriage, pregnancy, abortion unless caused solely and directly by the accident, pre-existing physical defect or infirmity;
- g) the Insured being in or on entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Insured is travelling as a passenger other than a member of the crew and not for the purpose of undertaking any trade or technical operation therein and thereon;
- h) while committing or attempting to commit criminal act;
- i) while engaging in or practising for winter sports, hunting, motor cycling (whether as pillion or rider) gliding including hand gliding or paragliding, parachuting, mountaineering, necessitating the use of ropes or guides, scuba-diving, deep sea fishing, yachting other than inshore sailing, skating, show jumping, boxing, wrestling, or any form of martial arts and professional sports of any kind;
- j) nuclear weapons material, ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of the nuclear fuel and for the purpose of these exclusion, combustion shall include any self-sustaining process of nuclear fission;

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

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

E. SERVANT'S PROPERTY

The Company will grant indemnity through the Insured for loss or damage caused by any of the Perils to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the Insured's domestic servants, if and so far such property is not otherwise insured, whilst in the Private Dwelling or any private dwelling, boarding house, lodging house, hotel or inn within the Geographical Area in which such servants are residing with Insured or any member of his family normally residing with him.

F. RENT INSURANCE

The Company will indemnify the Insured for the undermentioned loss actually incurred by the Insured in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum insured on Contents:

- a) as the Owner by not Occupier of the premises, the loss of rent; and/or
- b) as the Occupier of the premises, reasonable additional expense necessarily incurred by him at a hotel, lodging house or boarding house.

The total amount recoverable under this section shall be in addition to the Total Sum Insured on Contents.

G. LIABILITY TO THE PUBLIC

The Company will indemnify the Insured against all sums for which the Insured may be held legally liable:

As a private householder occupying the Private Dwelling House in respect of accidents in or about the Private dwelling House occurring during the Period of Insurance and resulting in:

- 1) Bodily injury neither to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the Insured's service.
- 2) Damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not on any case exceed the sum specified in the Schedule.

The Company will, in addition, indemnify the Insured in respect of:

- a) Legal costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of anyone occurrence as herein before provided;
- b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided also that the Company shall not in any case be liable hereunder in respect of:

- a) Injury or damage arising out of or incidental to:
 - i) the Insured's profession or business, or
 - ii) the ownership, possession or use by or on behalf of the Insured of any lift, vessel or craft of any kind.
 - iii) the carrying out of alterations, additions, repairs or decorations to the insured premises.
- b) Liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply.

This Section shall not apply to any part of the Private Dwelling House used in connection with the profession of the Insured whilst that part of the Private Dwelling House is being so used.

For the purpose of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

PART 3 - GENERAL EXCEPTIONS

This policy does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrence namely:
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - b) Mutiny, 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.
 - c) Acts of terrorism committed by a person or persons acting on behalf of an organisation, For the purpose of this section, "terrorism" means the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear.

As regards Part 2A, 2B, 2C, 2E and 2F hereof:

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, 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, except to the extent that the Insured shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions 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.

2. (i) a) Loss or damage occasioned by cessation of work; or by 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 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 radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.
3. Consequential loss or damage of any kind whatsoever except provided in Part 2F hereof.

PART 4 - GENERAL CONDITIONS

1. This Policy and Schedule shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of 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 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 guest, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purpose of Part 2G of this Policy such paying guest, boarders and lodgers shall be deemed to be members of the Insured's household.
5. The Total Sum Insured declared by the Insured represents not less than the full value of the insured Contents 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 sums as may be substituted thereof by memorandum hereon or attached hereto signed by or on behalf of the Company.
6. 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 portion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subjected to this condition.
7. If at the time of 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.
8. 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 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 benefits under this Policy 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 thereat he shall also give immediate notice to the Police.
 - b) The insured shall on receiving notice of any accident or claim arising under Part 2B 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 proceeding.
 - 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.
9. 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 by the Company.
 - b) To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any 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.
10. 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 anyone acting on his behalf to obtain any benefit under this Policy all benefits thereunder shall be forfeited.

11. 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.
12. 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 arbitrator, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse 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 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 cost 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.
13. The Insured shall use all reasonable diligence and care to safeguard and protect the property Insured, 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.
14. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the Insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on pro-rata basis from the date of such loss to the expiry of the current period of insurance.
15. The Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured, which the Insured knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the Company.
16. The Insured shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and which affects the liability of the Company to make any payment under this Policy.

PART 5 - PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of this policy / endorsement / renewal certificate.

If this reception is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and 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 on the insurer.

Subject otherwise to the terms, conditions and exclusions of this policy.

PART 6 – EXTRA BENEFITS

DAMAGE TO LOCKS AND KEYS

It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against loss or damage to the Insured's premises locks and keys resulting from theft or robbery by forcible and violent means or any attempt thereat, the liability of the Company being limited to RM200.00.

REMOVAL OF DEBRIS

It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against the costs and expenses necessarily incurred by the Insured with the consent of the Company in the removal of debris resulting from the property insured being destroyed or damaged by any perils insured against.

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

The liability of the Company being limited to RM2,000.00.

FIRE BRIGADE CHARGES

It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against Fire Brigade charges resulting from the property insured being destroyed or damaged by any perils insured against. The costs and expenses necessarily incurred by the Insured shall deemed not to exceed RM5,000.00.