

Home Plus Policy

CHUBB®

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Please read this Policy and keep it together with the Policy Schedule.

1 Important Information Regarding This Policy

1.1 Your Policy

1.1.1 Your Policy Wording and Policy Schedule describe the insurance contract between You and Us.

1.1.2 In return for You paying Us the premium, We will insure You for the Benefits subject to the terms, conditions and exclusions in Your Policy Wording and Policy Schedule.

1.2 Please read Your Policy

1.2.1 It is important that You carefully read and understand the Policy Wording and Policy Schedule because they describe the terms, conditions and exclusions that apply to the insurance under Your Policy.

1.3 Checking The Policy

1.3.1 Please check Your Policy Wording and Policy Schedule to make sure all the information on them is correct. Please let Us know immediately if any alterations are needed. Please contact Us if there is a change of address or account details.

1.4 Contacting Us

1.4.1 If You have any queries or need to contact Us, please write to Us at Chubb Insurance Malaysia Berhad (9827-A), Wisma Chubb, 38 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia or contact Us at 1-800-88-3226 Monday to Friday 9.00 am to 5.00 pm. You can also log on to www.chubb.com/my

1.5 Keeping the documents safe

1.5.1 You should keep the Policy Wording and Policy Schedule in a safe place in case of a need to refer to them in the future.

1.5.2 Certain types of cover under this Policy require You to provide receipts and other documentary evidence to Us. You should keep those documents in a safe place in case We need them to consider a claim.

1.6 Interpretation

1.6.1 This Policy including the enrolment form (if applicable), Policy Schedule, endorsements and amendments, if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.

1.6.2 In the event of any inconsistencies between the Bahasa Malaysia version and the English version of this Policy, the English wordings shall prevail.

2 Cover Under Your Insurance Policy

2.1 Who and What is insured?

2.1.1 You are insured for the Benefits subject to the terms, conditions and exclusions in the Policy.

2.2 What are the Eligibility Requirements?

2.2.1 To be eligible for cover, You must be a Malaysian Resident and be between the ages of eighteen (18) years and seventy (70) years on the Commencement Date.

3. The Meaning of Certain Words

The following words when used in the **Policy Wording** or **Policy Schedule** shall have the meaning given below.

- 3.1 **Accident** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall independently of any other cause, be the sole cause of bodily injury.
- 3.2 **Accidental Death** means death occurring :
(a) solely and directly as a result of an Accidental Injury; and
(b) within one hundred and eighty (180) days of the Accident causing the Accidental Injury.
- 3.3 **Accidental Disability** means one of the disability in the Benefit Schedule, as stated in Section 4.4.2 of this Policy.
- 3.4 **Accidental Injury** means a bodily injury resulting from an Accident which occurs during the Period of Insurance and which is not an illness and which:
(a) is caused by violent external and visible means; and
(b) results within one hundred and eighty (180) days of the Accident; and
(c) results solely and independently of any causes, from :
(i) the Accident; and/or
(ii) sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
(d) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an Accident.
- 3.5 **Benefit(s)** means the respective benefit(s), as stated in Your Policy Schedule, payable by Us under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.
- 3.6 **Cards** means ATM, credit, charge or debit card(s), issued by a qualified financial institution for personal use that belongs to You during the Period of Insurance.
- 3.7 **Commencement Date** means 12.01 am Malaysia time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.
- 3.8 **Contents** means household goods and personal effects of every description contained in the Home, belonging to You or any member of Your family normally residing with You in the Home during the Period of Insurance.
- 3.9 **Dependent Child** means the lawful child or children of the Policyholder residing at the Home, who must be eligible for the cover provided under the Policy and be named as the Insured Person on the Policy Schedule.
- 3.11 **Doctor** means a legally registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practising within the scope of his licensing and training in the geographical area of practice but shall not include You or Your relatives.
- 3.12 **Excess** means the first part of any claim and is payable by You.
- 3.13 **Home** means Your usual place of residence in Malaysia specified in the Policy Schedule and includes all domestic structures such as stable, garages and out-buildings used solely in connection with it.
- 3.14 **Limb** includes a hand at or above the wrist or foot at or above the ankle.
- 3.15 **Loss:**
(a) in connection with a Limb, means permanent physical severance or permanent total loss of the use of the Limb;
(b) in connection with the eye, means irrecoverable loss of all sight in the eye;
(c) in connection with hearing, means entire and irrecoverable loss of hearing;
(d) in connection with speech, means entire and irrecoverable loss of the ability to speak;
And which in each case is caused by Accidental Injury and occurs within one hundred and eighty (180) days of the Accident causing the Accidental Injury.
- 3.16 **Malaysian Resident** means Malaysian Citizen or Malaysian Permanent Resident or holder of a valid work permit or employment pass or dependant's pass issued by the authorities in Malaysia.

- 3.17 **Period of Insurance** means the Commencement Date or the latest Renewal Date, whichever is later, until the expiry of the period for which the premium has been paid.
- 3.18 **Permanent** means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.
- 3.19 **Permanent Total Disablement** means disablement arising solely and directly from the Accidental Injury which, having lasted for at least twelve (12) consecutive months, will, in all probability entirely prevent You from engaging in gainful employment of any and every kind for the remainder of Your life.
- 3.20 **Policy** means Your Policy Wording and Policy Schedule describing the insurance contract between You and Us.
- 3.21 **Policyholder** means the person to whom this Policy is issued in respect of cover for persons specifically identified as being persons insured under this Policy.
- 3.22 **Policy Schedule** means the schedule which We send to You with Your Policy Wording.
- 3.23 **Policy Wording** means this document.
- 3.24 **Policy Year** means every continuous twelve (12) months' period from the Commencement Date, where, for example, if the Commencement Date is on 25th September 2017, the Policy Year will be 25th September to 24th September of every year that the Policy continues to be in force.
- 3.25 **Pre-Existing Medical Condition** means any condition that You have reasonable knowledge of prior to or at the Commencement Date. You may be considered to have reasonable knowledge of a Pre-Existing Medical Condition where the condition is one for which:
- (a) You have received or is receiving treatment;
 - (b) medical advice, diagnosis, care or treatment has been recommended;
 - (c) clear and distinct symptoms are or were evident; or
 - (d) its existence would have been apparent to a reasonable person in the circumstances.
- 3.26 **Renewal Date** means the Commencement Date and subsequently, the same day of each successive year on the expiry of the Period of Insurance.
- 3.27 **Spouse** means the lawful husband or wife of the Policyholder who must be eligible for the cover provided under the Policy and named as the Insured Person on the Policy Schedule .
- 3.28 **Sporting Equipment** means the equipment needed to participate in a particular sport, but which would not include any items that would be classified as shoes or clothing.
- 3.29 **Theft** means the unlawful and unauthorised taking of Your Contents through an act of violent and forcible entry to or exit from Your Home with the intention to permanently deprive You of it.
- 3.30 **Valuable Document** (s) means identification documents issued by the authorities in Malaysia to You including, but not limited to, your passport, driving license and identity card.
- 3.31 **We/Us/Our** means Chubb Insurance Malaysia Berhad.
- 3.32 **Vehicle** refers to the motorcar duly registered under Your name.
- 3.33 **You/Your** means the person who is named as the Policyholder on the Policy Schedule.

Main Cover : For Your Inconvenience

4. BENEFITS

4.1 DISASTER CASH BENEFIT

We will pay the limit specified in the Policy Schedule for this Benefit if the Home becomes Uninhabitable or Inaccessible for a minimum period of forty eight (48) consecutive hours, subject to the exclusions below. In the event this Benefit is payable due to flood, the amount payable under this Benefit shall be limited to RM1,000 per Policy Year.

The maximum amount payable by Us in each Policy Year for this Benefit is limited to the amount specified in the Policy Schedule. Once the full amount specified in the Policy Schedule for this Benefit has been paid in a Policy Year, no further claim for this Benefit shall be payable in that same Policy Year.

We will not pay any amount under this Benefit if :

- a) You have not made available all information to substantiate Your claim, evidence of being displaced or prevented from accessing the Home;
- b) The Home is Uninhabitable or Inaccessible directly or indirectly arising from:
 - i. infectious or contagious disease manifested by any person whilst at the Home;
 - ii. closure or evacuation of the whole or part of the Home by order of a competent public authority consequent upon vermin or pests or defects in the drains or other sanitary arrangements at the Home;
 - iii. the outbreak of a notifiable human infectious or contagious disease occurring within 40 kilometers of the Home;
 - iv. injury, illness or disease directly caused by the consumption of food or drink provided at the Home;
 - v. murder or suicide occurring in or at the Home; or
 - vi. threat or fear of violent damage to the Home and/or injury to persons therein.

For the purposes of this Benefit, the following words when used with capital letters, have the meaning given below:

“Uninhabitable” means not able to live in the Home, following accidental direct physical damage to the Home that exceeds 25% of Your Home’s building value.

“Inaccessible” means not able to reach the Home, following the closure or blockage of all public roads or paths to the Home.

4.2 DAMAGE TO FROZEN FOOD

We will indemnify for the cost incurred to replace foods spoilt in any refrigerator in the Home due to the failure of electricity supply to the Home by the electricity supply authority for more than 3 hours. The maximum amount payable by Us for each claim made under this Benefit is limited to the amount specified in Your Policy Schedule for this Benefit.

This Benefit will only be payable if there is a written confirmation from the electricity supply authority on the failure of the electricity supply to the Home is provided to Us when making a claim.

However, We will not pay for any food spoilt if:

- (a) the failure of the electricity supply to the Home is deliberately reduced or cut off by the power supply authority or its employees;
- (b) the failure of the electricity supply to the Home is switched off or cut off whether accidental or otherwise by You; or
- (c) Your Home is unoccupied for more than ninety (90) days consecutively in any one Policy Year.

An Excess of RM50 will be deducted for each and every loss or damage claimed under this Benefit.

4.3 HOME ASSISTANCE

Chubb 24-Hour Home Assist (03 7952 0135)

The services provided in this section are by way of referral and arrangement only, and all expenses actually incurred are to be borne by You directly. No payment shall be made by Us. Your use of the services here are at Your own risk and You are under an obligation to assess the suitability of the referred service providers. We shall not be responsible or be held liable in anyway whatsoever in the event of any failure in the performance of the services by the respective service providers that are referred to you pursuant to this section, or any negligence or wilful default due to any reason whatsoever on the part of such service providers. We may, at our option, change the scope of services provided under this section, the phone number or the provider of such services by giving You prior notice in writing to Your address on file.

(a) Emergency Nurse Assistance

In the event of an emergency and when requested by You, Chubb 24-Hour Home Assist will provide You with referral information regarding registered nursing services and if possible, their costs. Chubb 24-Hour Home Assist will also assist You in arranging for a registered nurse to be at Your Home.

(b) Locksmith Referral

In the event that You are locked out of Your Home, Chubb 24-Hour Home Assist will provide You with referral information regarding locksmiths and if possible, their costs. Chubb 24-Hour Home Assist will also assist You in arranging for a house call, if necessary.

(c) Plumber Referral

In the event that the plumbing at Your Home is clogged or a leak has sprung, Chubb 24-Hour Home Assist will provide You with referral information regarding plumbers as well as their costs. Chubb 24-Hour Home Assist will also assist You in arranging for a house call, if necessary.

(d) Air Conditioner Engineer Referral

In the event that You require repair in relation to air conditioners, Chubb 24-Hour Home Assist will provide You with referral information regarding air conditioner engineers and if possible, their costs. Chubb 24- Hour Home Assist will assist You in arranging for a house call, if necessary.

(e) Pest Control Referral

In the event that You require assistance with pest control, Chubb 24-Hour Home Assist will provide You with referral information regarding pest control, pest prevention, soil treatment and/or mosquito control services. Chubb 24-Hour Home Assist will assist You in arranging for a house call, if necessary.

(f) General Repair Assistance

In the event that You require information to the nearest available repair services, Chubb 24-Hour Home Assist will provide You with such information where possible.

Additional Extensions

Regardless of the inclusions of all the Options below, the Option(s) applicable to You and for which You are covered for under this Policy, is/are only the Option(s) expressly specified in Your Policy Schedule to be applicable. These additional Benefits provided under each Option is only applicable in consideration of the additional premium that You pay Us for the Benefits under the relevant Option(s). Where there is an overlap in Benefits under the different Options taken by You, our liability shall be the combined limit of the relevant Benefits offered under the relevant Options, but always subject to terms and conditions contained in the relevant Options.

Option 1: For You and Your Family

For the purpose of Section 4.4 Personal Accident and 4.5 Personal Liability the definition You shall include Your Spouse, Dependent Child(ren), parent and parent-in-law who reside permanently with You and are named in the Policy Schedule. If there are more than one (1) named insured, We will be liable for a pro-rate proportion of the compensation.

4.4 PERSONAL ACCIDENT

4.4.1 Accidental Death Benefit

In the event of Your Accidental Death, solely and directly as a result of Accidental Injury that was caused by an Accident occurring in Your Home during the Period of Insurance, We will pay the Accidental Death Benefit shown on Your Policy Schedule current at the time of the Accident causing Your Accidental Death.

The maximum amount payable by Us per Policy in each Policy Year for this Benefit is limited to the amount specified in the Policy Schedule. Once the full amount specified in the Policy Schedule for this Benefit has been paid in a Policy Year, no further claim for this Benefit shall be payable in that same Policy Year.

4.4.2 Accidental Disability Benefit

4.4.2.1 If You suffer an Accidental Disability as set out in the Benefit Schedule in Section 4.4.2.2, solely and directly as a result of an Accidental Injury that was caused by an Accident occurring in Your Home during the Period of Insurance, and a Doctor certifies this, We will pay the corresponding Accidental Disability Benefit shown on Your Policy Schedule current at the time of the Accident causing Your Accidental Injury subject always to the Percentage of Limit shown in the Benefit Schedule in Section 4.4.2.2.

The maximum amount payable by Us per Policy in each Policy Year for this Benefit is limited to the amount specified in the Policy Schedule. Once the full amount specified in the Policy Schedule for this Benefit has been paid in a Policy Year, no further claim for this Benefit shall be payable in that same Policy Year.

4.4.2.2 The percentage of limit is as follows :

Benefit Schedule	Percentage of Limit
Permanent Total Disablement	100%
Permanent Loss of two (2) Limbs	100%
Permanent Loss of sight in two (2) eyes	100%
Permanent Loss of one (1) Limb and sight in one (1) eye	100%
Permanent Loss of speech and hearing	75%
Permanent Loss of one (1) Limb or sight in one (1) eye	50%
Permanent Loss of speech	50%

Permanent Loss of hearing in both ears	50%
Permanent Loss of hearing in one (1) ear	50%

The maximum total amount We will pay under the Accidental Disability Benefit is the sum specified in the Policy Schedule and no further benefits are payable under this Policy or any renewal or replacement policy.

Any existing disability will be taken into account in assessing the amount of Accidental Disability Benefit payable.

4.4.3 Benefit Limitations

The maximum amount per Benefit is the sum specified in the Policy Schedule for that Benefit.

If an Accidental Injury causes one or more of Accidental Death or Accidental Disability, We will only pay for one of them. We will pay for the one that gives the highest Benefit and no further benefit shall be payable under this Policy or any renewal or replacement Policy.

4.4.4 General Exclusions Applicable to Section 4.4.1 and 4.4.2

This Policy will not apply to any Benefit arising directly or indirectly out of :

- (a) deliberate self-inflicted injury, suicide or, criminal or illegal act; or
- (b) You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
- (c) You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport; or
- (d) Pre-Existing Medical Conditions; or
- (e) illness, disease, bacterial or viral infection, even if contracted by Accident, other than bacterial infection that is the direct result of an Accidental cut or wound or Accidental food poisoning; or
- (f) any condition which is, results from or is a complication of infection with a venereal disease; or
- (g) any condition which is, results from or is a complication of congenital conditions or deformities; or
- (h) any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression; or
- (i) any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage or abortion; or
- (j) any dental work or treatment, extraction of impacted teeth or wisdom teeth, eye examinations or anomalies and cosmetics or plastic surgery; or
- (k) any treatment for obesity, weight reduction or weight improvement; or
- (l) any nervous and mental conditions or disorder, alcoholism or intoxication, rest cures, sanatoria care or special care of special nursing care; or
- (m) any consequences of, or You taking part in, any war (whether declared or not), invasion, civil war, riot or civil commotion; or
- (n) You engaging in any motor sports as a rider, driver and/or a passenger; or
- (o) You committing any unlawful acts or willful exposure to unnecessary danger (such as jaywalking or speeding) except in an attempt to save human life; or
- (p) acupuncture treatment.

We shall also not be liable if:

- i. Your Spouse , parent or parent-in-law are below eighteen (18) years of age or above seventy-five (75) years of age; or
- ii. Your Dependent Child(ren) are below one (1) year of age or above twenty-one (21) years of age at the time of the accident causing the Accidental Injury resulting in Your Accidental Death.
- iii. The Accident causing the Accidental Injury or Accidental Death did not occur within the Home.

4.5 PERSONAL LIABILITY

4.5.1 We will indemnify You against all sums which You shall become legally liable to pay for compensation in respect of:

- a) accidental bodily injury to or illness of any person; and
- b) accidental loss of or accidental damage to property

caused by or through Your negligence or fault, provided that such event in (a) or (b) occurs within Your Home during the Period of Insurance.

4.5.2 We will also indemnify You against all costs and expense of litigation:

- a) recovered by any claimant against You; and
- b) incurred, with Our written consent;

provided that such cost and expenses in (a) and (b) are directly related to the claim against You for compensation to which the indemnity expressed in Clause 4.5.1 of this Policy applies.

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

Our liability under this Section for all claims and compensation payable under Clauses 4.5.1 and 4.5.2:

- 1) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the limit as shown in the Policy Schedule for anyone Accident causing the events in clause 4.5.1 and 4.5.2.
- 2) in respect of all injury illness loss and damage sustained during any one Period of Insurance shall not exceed the limit as shown in the Policy Schedule.

4.5.4 We will not pay any amount under this Benefit and this Policy does not cover the following items, unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- 1) any claims brought against You, in a court of a country other than Malaysia.
- 2) all legal costs and expenses which are not incurred in or recoverable in Malaysia.
- 3) liability in respect of:
 - a) injury to or illness of any person under a contract of service or apprenticeship with You if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by You;
 - b) any sums payable by You under legislation relating to occupational injury or illness.
- 3) any claims brought against You by member of Your family, household or in Your service.
- 5) liability in respect of loss of or damage to property:
 - a) belonging to You;
 - b) in the charge or under the control of You or any of Your servant or agent;
 - c) being that part of any property on which You or any of Your servant or agent is or has been working on if that loss or damage results directly from such work.
- 6) for injury or damage arising out of or incidental to:
 - a) ownership, possession or use by or on behalf of You of any lift, vehicle, vessel or craft of any kind;
 - b) any commodity article or thing supplied repaired altered or treated by or to Your order or professional services rendered by or through You;
 - c) the carrying out of alterations, additions, repairs or decorations to Your Home;
 - d) 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 a apartments;
 - e) any contractual agreement;
 - f) 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;
 - g) any part of the Home used in connection with Your profession or business.

Option 2: FOR YOUR HOME

4.6 THEFT OF HOME CONTENTS

4.6.1 We will indemnify for the loss of Contents due to Theft at the Home.

This Benefit will be payable only if a police report is made within twenty four (24) hours from the date of the Theft.

Our liability under this Benefit is limited as follows:

- 1) The maximum amount We will pay in any one Policy Year for all loss due to Theft shall not exceed the limit stated in the Policy Schedule for this Benefit, irrespective of the amount of loss or the number of Thefts;
- 2) The maximum amount We will pay for any one article (maximum amount is not applicable to furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment) shall not be more than five (5) percent of the limit stated in the Policy Schedule for this Benefit, unless such article is specially declared as a separate item and agreed by Us in writing by way of endorsement.;
- 3) The maximum amount We will pay for all platinum, gold and silver articles, jewellery and furs shall not exceed one third of the limit stated in the Policy Schedule for this Benefit;
- 4) The maximum amount We will pay for all Sporting Equipment shall not exceed five (5) percent of the limits as specified in Policy Schedule.
- 5) If Your Home is unoccupied for more than ninety (90) days whether consecutively or not in any one Policy Year the Coverage under this Benefit will be suspended unless otherwise agreed by Us in writing by way of an endorsement.

4.6.2 Exclusions Applicable to Theft of Home Contents

We will not pay any amount under this Benefit and this Policy does not cover the following items, unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- a) Precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind;
- b) Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, business books or documents, books of accounts, cheques, share certificates, tickets, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind;
- c) Loss or damage by fire or explosion, however caused;
- d) Loss due to theft where such loss has been expedited or in any way assisted or brought about by any domestic helper or member of Your Home or of Your business staff or any other person lawfully in the Home;
- e) Loss or damage caused by wear and tear or gradual deterioration;
- f) Consequential loss or damage of any kind;
- g) Theft or attempted Theft from yards, gardens, or open space within the premises of the Home, unless it is within the gated premises of the Home.

To avoid doubt and with respect to Clause 4.6.2 (g) above, balconies of flats/apartments/condominiums are not considered to be within the gated premises of the Home.

4.7 REPLACEMENT OF DOORS, LOCKS AND WINDOWS

We will indemnify for the cost incurred to repair, change or replace the external doors, locks and windows that were damaged as a result of a Theft at the Home. This Benefit will be payable provided a police report is made within twenty four (24) hours from the date of Theft.

You can only make a claim under this Benefit for a maximum of five (5) Thefts in each Policy Year. For each incident of Theft, the maximum amount We will pay shall not exceed the limit stated in the Policy Schedule for this Benefit, irrespective of the amount of damage caused during such Theft.

4.8 LOSS OF VALUABLE DOCUMENTS (S) AND MONEY AT HOME

In the event of Theft of Your Valuable Document (s) and/or money from the Home, We will indemnify for the costs of replacing the Valuable Document (s) and/or loss of money. The maximum amount We will pay under this Benefit in any one Policy Year for all loss due to Theft shall not exceed the limit stated in the Policy Schedule for this Benefit, irrespective of the amount of loss or the number of Thefts.

This Benefit will be payable only if a police report is made within twenty four (24) hours from the date of Theft.

We will not pay any amount under this Benefit if and this Policy does not cover the following unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- a) Loss or damage by fire or explosion however caused;
- b) Loss due to theft where such loss has been expedited or in any way assisted or brought about by any domestic helper or member of Your Home or of Your business staff or any other person lawfully in the Home;
- c) Loss or damage caused by wear and tear or gradual deterioration;
- d) Consequential loss or damage of any kind;
- e) Theft or attempted Theft from yards, gardens, or open spaces from yards, gardens, or open space within the premises of the Home, unless it is within the gated premises of the Home.

To avoid doubt and with respect to Clause 4.8 (e) above, balconies of flats/apartments/condominiums are not considered to be within the gated premises of the Home.

Option 3: FOR YOUR LIFESTYLE

4.9 LOSS OF SPORTING EQUIPMENT DUE TO THEFT

We will pay up to the amount specified in Your Policy Schedule for this Benefit for Theft of Sporting Equipment whilst stored in Your Home. Please note this Benefit is an addition to the sublimit as stated in Section 4.6.1 (4).

This Benefit will be payable only if a police report is made within twenty four (24) hours from the date of Theft.

We will not pay any amount under this Benefit if and this Policy does not cover the following, unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- (a) Theft of Sporting Equipment whilst in use.

An Excess of 10% or MYR 250, which ever is the greater, of the claimable amount will be deducted for each and every claim.

Option 4: FOR YOUR AUTO

Only for the purposes of this Option 4, and regardless of the definition in Section 3 above, “Theft” wherever used in this Option means the unlawful and unauthorised taking of property with the intention to permanently deprive You of it.

4.10 LOSS OF VALUABLE DOCUMENT (S) AND MONEY IN VEHICLE

In the event of Theft of Your Valuable Document(s) and/or money from Your securely locked Vehicle, We will indemnify for the costs of replacing the Valuable Document (s) and/or loss of money. The maximum amount We will pay under this Benefit in any one Policy Year for all loss due to Theft shall not exceed the limit stated in the Policy Schedule for this benefit, irrespective of the amount of loss or the number of Thefts This Benefit will be payable only if a police report is made within twenty four (24) hours from the date of Theft.

We will not pay any amount under this Benefit if and this Policy does not cover the following, unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- (a) if Your money and/or Valuable Document(s) are not stored out of sight in a locked compartment in Your securely locked Vehicle.

An Excess of 10% of the claimable amount will be deducted for each and every claim.

4.11 LOSS OF HOME LOCK AND KEY IN VEHICLE DUE TO THEFT

In the event of Theft of Your keys to Your Home or security access cards of Your Home due to Theft from Your securely locked Vehicle, We will indemnify for the costs of replacing the keys to Your Home or security access cards of Your Home. The maximum amount We will pay under this Benefit in any one Policy Year for all loss due to Theft shall not exceed the limit stated in the Policy Schedule for this Benefit, irrespective of the amount of loss or the number of Thefts.

This Benefit will be payable only if a police report is made within twenty four (24) hours from the date of Theft.

We will not pay any amount under this Benefit if and this Policy does not cover the following, unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- (a) if Your keys to Your Home or security access card of Your Home are not stored out of sight in a locked compartment in Your securely locked Vehicle.

An Excess of 10% of the claimable amount will be deducted for each and every claim.

4.12 UNAUTHORISED USE OF BANK CARD

We will reimburse for Your reasonable financial losses and communication expenses (such as phone charges for calling Your Card issuer for Your Card’s cancellation due to unauthorised use, which is to be evidenced) incurred due to unauthorised transaction of Your Card that occurred as a result of Theft of Your Card from Your securely locked Vehicle during the Period of Insurance. The maximum amount We will pay under this benefit in any one Policy Year for all loss due to Theft shall not exceed the limit stated in the Policy Schedule for this Benefit, irrespective of the amount of loss or the number of Thefts.

This Benefit will be payable only if a police report and report to the Card issuer is made within twenty four (24) hours from the date of Theft.

Following a loss, We may require you to provide evidence of the circumstances of any unauthorised transaction of Your Card including any letter of liability issued by the issuer of Your Card, and/or the issuer of your Card’s investigation report, before We honour any claim.

We will not pay for any amount under this Benefit if and this Policy does not cover the following, unless specially mentioned in the Policy Schedule and expressly insured by the Policy:

- a) transactions made using the “Verified by VISA” or “MasterCard Secure Code” service;
- b) cash advance transactions;
- c) transactions made using a cloned card;
- d) transactions where a PIN and/or password is used;

- e) transactions made through a phone banking application that is not incurred as a result of the theft of your mobile phone; and
- f) any losses and/or unauthorized charges due to any kind of system, malware and/or data hacks and/or any losses incurred as a result of the theft or misuse of any data or databases under the control of financial institutions, merchants, retailers or payment system providers.

An Excess of 10% of the claimable amount will be deducted for each and every claim.

5. General Conditions

5.1 Where does Your Policy apply?

5.1.1 (a) For Section 4.1 to 4.9

Your Policy provides coverage at **Your Home** twenty-four (24) hours a day.

5.1.1 (b) For Section 4.10, 4.11 and 4.12

Your Policy insures **You** twenty-four (24) hours a day in Malaysia.

5.1.2 **We** only agree to provide the cover under this **Policy** in consideration of the premium that **You** have paid or agreed to pay.

5.1.3 The **Policy Schedule** issued by **Us** under this **Policy** is deemed to be incorporated into and forms part of this **Policy**.

5.2 Condition Precedent to Liability

5.2.1 The due observance and fulfilment of the terms, provisions and conditions of this **Policy** by **You** and in so far as they relate to anything to be done or complied with by **You** shall be conditions precedent to **Our** liability to make any payment for any claim under this **Policy**.

5.3 Alterations

5.3.1 **We** reserve the right to amend the terms and provisions of this **Policy** by giving **You** a thirty (30) days prior notice in writing by ordinary post to **Your** last known address in **Our** records, and such amendment will be applicable from the expiry of the said notice period. No alteration to this **Policy** shall be valid unless authorised by **Us** and such approval is endorsed thereon.

5.4 Laws of Malaysia

5.4.1 **Your Policy** is governed by the laws of Malaysia.

5.5 Malaysia Currency

5.5.1 All payments by **You** to **Us** and by **Us** to **You** or any other person under **Your Policy** must be in Ringgit Malaysia. In the event claims are submitted in a foreign currency, it will be paid in Ringgit Malaysia at the exchange rate prevailing at the material time of loss.

5.6 Premium

5.6.1 Premiums payable on this **Policy** are not guaranteed and **We** reserve the right to amend the premium by giving **You** thirty (30) days written notice of any change to **Your** address on file.

5.6.2 Notwithstanding any other condition in this **Policy** but subject to Section 5.6.3 and 5.7, it is hereby agreed and declared that the total premium due must be paid and actually received in full by **Us** (or the intermediary through whom this **Policy** was effected) on or before the **Commencement Date** or the relevant **Renewal Date**

5.6.3 In the event that the total premium due is not paid and actually received in full by **Us** (or the intermediary through whom this **Policy** was effected) on or before the **Commencement Date** or **Renewal Date**, respectively, then the **Policy** or renewal **Policy**, as the case may be, shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by **Us**. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the **Policy**, or renewal **Policy**

5.7 Free-look Period 30 Days

5.7.1 **You** have thirty (30) days after **You** receive **Your Policy Wording** and **Policy Schedule** to decide if the **Policy** meets **Your** needs. **You** may cancel **Your Policy** simply by advising **Us** in writing within those thirty (30) days to cancel it. If **You** do this **We** will refund any premiums **You** have paid during this period.

5.7.2 **You** will not receive any refund of premium if **You** have made a claim during this free-look period.

5.8 Commencement and Period of Your Policy

5.8.1 **Your** Policy begins from the **Commencement Date** or the latest **Renewal Date**, whichever is the later and continues for the **Period of Insurance**.

5.9 Reinstatement of Your Policy

5.9.1 If **Your** Policy is cancelled for any reason, **You** may apply for reinstatement within sixty (60) days from date of cancellation.

5.9.2 If **We** approve and accept your application for reinstatement, the terms, conditions and exclusions of the **Policy** shall remain the same as before the cancellation of the **Policy**, unless otherwise specified in the reinstatement endorsement. However, there will be no cover under the **Policy** during the period between cancellation and reinstatement of the **Policy**. The date of reinstatement will be as stated in the reinstatement endorsement.

5.9.3 An application for reinstatement of **Your Policy** will not be accepted after sixty (60) days from the date of cancellation.

5.10 Misrepresentation / Fraud

5.10.1 If:

- (a) any answer or representation by **You**, before this **Policy** is entered into, varied or renewed, in or to any enrolment form or declaration or query, has been deliberately or recklessly incorrectly stated in any respect; or
- (b) before this **Policy** is entered into, varied or renewed, **You** have failed to disclose any fact **You** knew to be relevant to **Our** decision on whether to accept the risk or not and the rates and terms to be applied; or
- (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim;

then in any of the above cases, this **Policy** or the **Policy Schedule** shall be void.

5.11 Legal Proceedings

5.11.1 No action at law or in equity shall be brought to recover on this **Policy** prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Policy**. If **You** shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the **Policy**, **You** may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to **Us** with cogent reason(s) for the failure to comply with the **Policy** terms, provisions and conditions. The acceptance of such proof shall be at **Our** sole and entire discretion. After such grace period has expired, **We** will not accept, for any reason whatsoever, such written proof of loss

5.12 Subrogation

5.12.1 If **We** shall become liable to make any payment under this **Policy**, **We** shall be subrogated to the extent of such payment to all **Your** rights and remedies against any party and shall be entitled at **Our** own expense to sue in **Your** name. **You** shall give or cause to be given to **Us** all such assistance in your power as **We** shall require to secure the rights and remedies and at **Our** request shall execute or cause to be executed all documents necessary to enable **Us** to effectively bring the suit in **Your** name.

5.13 Ownership of Policy

5.13.1 Unless otherwise expressly provided for by endorsement in the **Policy**, **We** shall be entitled to treat the **Policyholder** as the absolute owner of the **Policy**. Unless allowed under any specific law, **We** shall not be bound to recognise any equitable or other claim to or interest in the **Policy**, and receipt of the **Policy** or a **Benefit** by **You** (or by **Your** legal or authorised representative) alone shall be an effective discharge of all **Our** obligations and liabilities. The **Policyholder** shall be deemed to be responsible principal or agent of the persons insured under this **Policy**.

5.14 Notice

5.14.1 Every notice and communication to **Us** shall be in writing and sent to **Us** at **Our** head office or any branch office.

5.15 Upgraded Policies

5.15.1 If the eligible **Benefits** to **You** under the terms of this **Policy** be increased while it is in force or at the time of renewal or replacement and if **You** shall have been afflicted with disability or suffered a loss prior to or at the time the **Benefits** were increased, the limits of **Benefits** payable in respect of such disability or loss shall not exceed the limit of **Benefits** prior to the date the **Benefits** were upgraded.

5.16 Period of Cover and Renewal

5.16.1 This **Policy** shall become effective from the **Commencement Date** or **Renewal Date** until the expiry of the period for which premium has been paid. At the **Renewal Date**, this **Policy** is renewable at the premium rates in effect at

that time and any changes in the renewal premium shall be notified by **Us** in writing at least thirty (30) days before change is effective.

This **Policy** is renewable at **Our** option. Application for change of benefits to a higher plan can only be made on renewal and is subject to **Our** acceptance upon renewal. / *Polisi ini diperbaharui mengikut pilihan Kami.*

5.17 Arbitration

5.17.1 All differences arising out of this **Policy** shall be referred to an Arbitrator who shall be appointed in writing by **You** and **Us**. In the event that **You** and **We** are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then **You** and **We** shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with a third Arbitrator to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by **Us** for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of **Our** disclaimer to **You**. The seat of arbitration shall be Malaysia.

6. Cancelling The Policy

6.1 When You can cancel

6.1.1 **You** can cancel **Your Policy** by giving **Us** at least one (1) month's prior written notice.

6.2 When We can cancel

6.2.1 **We** may either :

- (a) cancel **Your Policy**; or
- (b) not renew this **Policy** at the end of any **Period of Insurance**, by giving **You** at least one (1) month's prior written notice of cancellation to the latest address **We** have of **You** in **Our** records.

6.3 Automatic cancellation

6.3.1 **Your** coverage under this **Policy** will cancel automatically:

- (a) if **You** suffer an **Accidental Death** or **Accidental Disability** where the full amount under the respective Benefit is claimable under this **Policy**. The cancellation will take effect from 12.01am on the day the **You** suffered the **Accident** causing the **Accidental Injury**; or
 - (b) if **You** cease to be a **Malaysian Resident**; or
 - (c) when **You** attain the maximum age of seventy-one (71) years old; or
 - (d) upon **Your** death; or
 - (e) upon non-payment of premium.
- whichever is earliest.

6.4 Refund of Premiums

6.4.1 Upon cancellation of the **Policy** in accordance with Section 6.2.1, **We** will refund to the account nominated by **You** a pro-rated portion of any premium paid, without interest.

6.4.2 Provided that no claim has been made for any **Benefit** that occurred during the **Period of Insurance**, upon cancellation of the **Policy** in accordance with Section 6.1.1, 6.3.1(b), 6.3.1(c) and 6.3.1(d), **We** will refund to the account nominated by **You** a pro-rated portion of any premium paid, without interest.

6.4.3 The phrase "a pro-rated portion of any premium paid" in Section 6.4.1 and 6.4.2 above refers to the prorated amount of premium paid, calculated on a daily basis, for the period after cancellation of the **Policy**.

6.4.4 To avoid any doubt, **We** will not refund any premium paid if the **Policy** is cancelled pursuant to Section 6.3.1(a).

7. Claims

7.1 Procedure for making a claim

7.1.1 On the happening of any occurrence likely to give rise to a claim under this **Policy**, **You** or **Your** legal representative must give **Us** written notice as soon as possible and, in any event, within thirty (30) days after the date of occurrence. /

7.1.2 If **You**, or **Your** legal representative wishes to make a claim, **You** or they must:

- (a) complete a claim form (claim forms are available from **Us**);
- (b) attach to the claim form:
 - i. original receipts for any expenses that are being claimed;
 - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - iii. any other documentary evidence required by **Us**.

- (c) provide **Us** with the completed claim form and accompanying documents within thirty (30) days of the loss taking place which gives rise to a claim; and
- (d) give **Us** at **Your**, or **Your** legal representative's expense all medical and other certificates/reports/documents and evidence required by **Us** that is reasonably required to assess the claim.

7.1.3 **We** may have **You** medically examined at **Our** expense when and as often as **We** may reasonably require after a claim has been made. **We** may also arrange an autopsy if **We** reasonably require one and is not forbidden by law.

7.2 Processing and payment of claims

7.2.1 **We** must take all reasonable steps to pay a valid claim promptly.

7.2.2 All amounts payable by **Us** will pay amounts under this **Policy** shall be payable to **You**, unless otherwise specified in the **Policy**. For Your Accidental Death Benefit, **We** will pay this Benefit to Your nominee or to the person **We** are required to pay under the law if there is no such nominee.

7.3 Making claims after cover under this Policy is cancelled

If this **Policy** is cancelled, this does not affect **Your** or **Your** legal representative's right to make a claim under this **Policy** if the loss occurred before the date of cancellation, subject to **Our** right to first deduct (from any claim that is payable) any additional premiums that would need to be paid by **You**.

8. Your Duties To Us

8.1 Duty to Take Reasonable Care

8.1.1 **You** must take reasonable care :

- (a) not to make a misrepresentation to **Us** when answering any questions **We** ask in the proposal form or through telemarketing; and
- (b) not to make a misrepresentation to **Us** for renewal of this **Policy**, when answering any questions, or confirming or amending any matter previously disclosed; and
- (c) to disclose to **Us** any matter, other than what **We** have asked in (a) and (b) above, that **You** know to be relevant to **Our** decision on whether to accept **You** or not and the rates and terms to be applied.

8.2 Breach of duty as stated above may result in **Us** voiding the **Policy** and refusing all claims, or the terms of the **Policy** being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non-disclosure and the effect of the said misrepresentation or non-disclosure.

9. Third Parties

9.1 A person who is not a party to this **Policy** shall have no right to enforce any of this **Policy**'s terms.

10. Payment of Benefits

10.1 **You** may not be covered under more than one Home Plus policy. If **You** are covered under more than one (1) such **Policy**, **We** will consider **You** to be covered under the **Policy** which provides the highest benefits. Where the benefits under any additional **Policy** are identical, **We** will consider **You** to be insured under the **Policy** first issued. All policies not recognised by **Us** shall be cancelled. **We** will refund, without interest, any premium paid for such cancelled policies.

10.2 Except as specifically stated in the **Policy**, benefit amounts are payable in addition to any other insurance benefits to which **You** may be entitled.

11. Endorsement/Warranties

This **Policy** is subject to **Our** other standard extended clauses/endorsement/warranties as below, subject otherwise to the terms, exceptions and conditions of this **Policy**:

Cash Before Cover Warranty

Notwithstanding anything contrary contained in the **Policy**, it is fundamental and absolute term of this contract of insurance that the full premium must be paid and received by **Us** before the insurance cover under the **Policy**, endorsement or renewal as the case may be, can commence.

Terrorism Clause

The insurance provided under this Policy shall not apply to the following :

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity", as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense.

For the purposes of this exclusion,

A. "**Terrorist Activity**" shall mean any deliberate, unlawful act that:

1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
2. Includes, involves or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment or any natural resources, where the act is intended, in whole or in part, to:
 - a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the Perpetrator or any organization, association or group affiliated with the perpetrator;
 - b) influence, disrupt or interfere with any government related operations, activities or policies;
 - c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - d) disrupt or interfere with a national economy or any segment of a national economy, or
3. Includes, involves or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel or motor vehicle;
 - b) hostage taking or kidnapping;
 - c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - d) the use of any bomb, incendiary device, explosive or firearm;
 - e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - f) the injuring or assassination of any elected or appointed government official or any government employee;
 - g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - h) the seizures, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways or other places of public transportation or conveyance.

B. Any of the activities listed in section A(3) above shall be considered **Terrorist Activity** except where **You** can conclusively demonstrate to **Us** that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole in part, to any intention to:

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
2. influence, disrupt or interfere with any government related operations, activities or policies;
3. intimidate, coerce or frighten the general public or any segment of the general public; or
4. disrupt or interfere with a national economy or any segment of a national economy.

Trade and Economic Sanction Endorsement

General Exclusion section:

Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

Definition section:

Specially Designated List means names of a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

12. Complaints

- 12.1 If **You** have any complaints in relation to **Our** services and/or matters relating to this **Policy**, **You** are advised to contact **Us** at:

Chubb Insurance Malaysia Berhad (9827-A)
Wisma Chubb
38 Jalan Sultan Ismail
50250 Kuala Lumpur.
Tel: 03-2058 3000 Fax: 03-2058 3333
E-mail: Inquiries.MY@chubb.com

- 12.2 In the event **You** are not satisfied with **Our** decision, **You** can refer the matter to Ombudsman for Financial Services or Bank Negara Malaysia. **You** can contact them at :

PENGARAH
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur.
Tel : 1-300-88-5465 Fax : 03-2174 1515
Email : bnmtelelink@bnm.gov.my

Ombudsman for Financial Services
Level 14 Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : 03-2272 2811 Fax : 03-2272 1577
Email : enquiry@ofs.org.my
(for claim matters within OFS's jurisdiction only)