



# Hong Leong Home Contents Insurance

## A Guide to Your Home Contents Policy

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## IMPORTANT INFORMATION

### **Duty of Disclosure – Information and Changes We Need to Know About**

Pursuant to Schedule 9 of the Financial Services Act 2013, you are required by law to tell us all the facts that you know or are expected to know about the risk we are accepting from you.

You must take reasonable care to provide complete and accurate answers to the questions we ask and should also disclose all relevant information which may influence us in the acceptance of this insurance. This duty shall continue until the time this Policy is renewed.

If any of the information on which this insurance is based is incorrect, inaccurate or changes after you purchased your Policy and during the period of your Policy, please provide us with the details by contacting your Insurance Advisor or our nearest MSIG Branch.

The duty of disclosure applies to you, and other persons insured under the Policy. If you provide information for another insured person, it is as if they provided it to us.

If the information provided by you is not complete and accurate, we may:

- cancel your Policy; or
- declare your Policy void from inception; or
- revise the premium and/or terms and conditions of your Policy; or
- not pay any claim that has been made or will be made under the Policy

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

## How your Insurance Operates

This Policy is a contract between the Company and You, our Policyholder.

The Policy application/proposal form and declaration which you signed is the basis of this contract.

We will provide insurance in the terms, conditions and exclusions set out in this Policy. The Schedule and all subsequent endorsements including clauses and memorandum attached form part of this Policy. This Policy covers accidental loss, damage or legal liability which may occur during the Period of Insurance as specified in the Schedule.

The due observance and fulfillment of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by you and the truth of the statements and answer in the said application shall be conditions precedent to any liability of the Company to make payment under this Policy.

## Definition of Words

Any word or expressions to which a specific meaning has been attached shall bear the same meaning whenever it appears.

### **Company/Us/We**

MSIG Insurance (Malaysia) Bhd.

### **Policyholder/You**

The person or persons named in the Schedule.

### **Claim Payment**

The amount we agree to pay you for any claim arising from an insured cause. This may be in money or at our option by replacement, reinstatement or repair. The maximum amount we will pay for any one claim is the limit of indemnity/liability.

### **Reinstatement Settlement**

The cost of repairing the damaged property or replacing the property which is lost or damaged beyond repair with an article of the same kind. The maximum amount we will pay for any one claim is the limit of indemnity/liability.

### **Indemnity Settlement**

The cost of replacement or repair of that part of the insured property lost or damaged less an amount for wear and tear or depreciation. We will also take into account any improvement directly resulting from the replacement or repair.

### **Contents**

Anything in or on the buildings forming the Home belonging to you and your family or for which you or your family are responsible, but we do not cover:

- a) Motor vehicles (other than lawnmowers and pedestrian controlled gardening implements), motor cycles, caravans, watercraft (other than hand-propelled), trailers, and their accessories or spare parts
- b) Livestock and pets
- c) Standing timber, growing crops and plants
- d) Landlord's fixtures and fittings other than that owned by you (applicable only for Interior Decoration/Refurbishment Benefit)
- e) Money, securities, certificates, deeds, document of title, manuscript and stamps collection
- f) Specially held item
- g) Mobile/portable telephone
- h) Contents on roof or in open area
- i) Aircraft or any aerial or spatial device and their accessories and spare parts including satellite dish

### **Home**

The building(s) at the situation mentioned in the Schedule which must be a dwelling that you occupy excluding common area.

### **Money**

Coins, currency notes, bank notes, bullion, postal stamps in current use not forming part of a stamp collection, cheques, travellers' cheques, postal or other money belonging to you or any member of your family, but not specially held items.

**Period of Insurance**

The period specified in the Certificate of Insurance for which we have agreed to accept, and you have paid or agreed to pay a premium.

**Personal Effects**

Articles of personal use specifically designed to be worn or carried, belonging to you or any member of your family.

**Specially Held Items**

- a) Items which are held or used in connection with any profession, business or employment, or
- b) Items which are insured under a separate policy

**Uninsurable Risks**

- a) scratching, denting, rust, corrosion, wear and tear or depreciation
- b) rot, fungus, woodworm, beetle, moth, insects or vermin
- c) mechanical or electrical fault or breakdown
- d) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring
- e) any other gradually operating cause
- f) consequential loss or damage of any kind of description
- g) infidelity or dishonesty on the part of you, your family or any of your employees.
- h) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish

**Unoccupied**

- a) is insufficiently furnished for normal living purposes, or
- b) has not been lived in for more than 90 consecutive days

**Valuables**

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, curios, furs, musical instruments (not pianos) belonging to you or any member of your family, but not specially held items.

**Your Family**

Your spouse, children, parents, and relatives normally living with you.

**Schedule**

Details of the policyholder's name, address, location of risk, and limit of indemnity/liability.

**Section I – Home Contents**

Contents belonging to you or to members of your family are insured whilst contained in your HOME, against any accidental physical loss or damage, but we do not cover

- 1) Theft
  - a) if the home is Unoccupied
  - b) if the home or any part is rented or let unless force is used to enter the home
  - c) by deception unless deception is used to enter the home
  - d) unless accompanied by visible / forcible entry
- 2) Malicious Damage or Vandalism
  - a) if the home is Unoccupied
  - b) by a person lawfully in the home
- 3) Loss or damage to specially held items
- 4) Loss or damage arising from uninsurable risks
- 5) Contents separately and specially insured under any other policy
- 6) Mysterious disappearance or unexplained loss.

**Other Benefits Provided****1) Alternative Accommodation**

In the event of your home being rendered uninhabitable due to accidental loss or damage insured under this Section, We will pay the cost incurred for reasonable temporary accommodation for as long as it is reasonably required

Any claim payment will not be more than RM300 per day and in the aggregate not more than RM10,000 per event.

Excess: RM200 each and every claim

- 2) **Domestic Servant's Property**  
We will pay for accidental loss of or damage to clothing and personal effects of your domestic servants normally residing with you whilst such properties are contained in your home but we do not cover loss due to failure to observe the terms and conditions of the Policy by your domestic servant as if he or she were you.
- Any claim payment will not be more than RM2,000 per event.
- Excess: RM200 each and every claim.
- 3) **Window/Door Replacement**  
We will pay the reasonable cost incurred for the repair, replacement and installation of window and external door and/or keys of the home with items that are similar but not better, following burglary or attempt thereof.
- Any claim payment will not be more than RM2,000 per event.
- Excess: RM200 each and every claim
- 4) **Personal Accident**  
We will pay RM100,000 maximum compensation in the event of death within three calendar months of either you or your family resulting from an injury caused in your home by fire, burglary, robbery or attempt thereof. Where compensation is payable in respect of the death of more than one person arising out of the same event, the compensation payable for all such persons shall be appointed in equal shares.
- We do not apply any excess for this benefit.
- 5) **Household Removal**  
We will cover the accidental loss of or damage to the Contents in the course of removal by professional removers from your home to your new permanent residence within Malaysia but we do not cover:
- a) Valuables
  - b) Glass, earthenware and other items of a fragile nature which are not sufficiently and suitably packed by professional packers/removers
  - c) The first RM500 in respect of each and every claim
- Any claim payment will not be more than RM100,000 per event.
- 6) **Interior Decoration/Refurbishment**  
We will pay for the accidental loss of or damage to the contract works during period of decoration and/or refurbishment by contractors for up to 2 months, but we do not cover the loss which is specifically covered under any other policy.
- Any claim payment will not be more than RM2,000 for any single item and RM20,000 per event.
- Excess: RM200 each and every claim
- 7) **Frozen and Perishable Food**  
We will pay the loss or damage to frozen and perishable food caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerator by any events insured under Section 1
- Any claim payment will not be more than RM500 per event.
- We do not apply any excess for this benefit
- 8) **Fire Brigade Charges**  
We will pay the fire brigade charges incurred as a result of loss or damage caused by fire.
- Any claim payment will not be more than RM500 per event.
- We do not apply any excess for this benefit
- 9) **Landslip and Subsidence Clause**  
It is hereby agreed and declared that the Insurance under this Policy shall extend to cover loss of or damage to the property insured directly caused by subsidence and/or heave of the site on which the building stands or land belonging thereto, or landslip excluding:
- a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.

- b) Loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the buildings are damaged by the same cause and at the same time.
- c) Loss or damage occasioned by happening through, or in consequences of:
  - coastal or river erosion
  - demolition, structure alteration or structural repair
  - defective design or inadequate construction of foundations
- d) in respect of each and every loss, 5% of the total sum insured or RM25,000 whichever is the lower.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

#### **Basis of Claim Payment**

- 1) A reinstatement settlement will be made
- 2) An indemnity settlement basis will be applied if
  - a) claims are on clothing, furs and pedal cycles
  - b) you decide not to re-instate, repair or replace the contents
- 3)
  - (i) Any claim on furniture and other home appliances will not be more than RM10,000 per item
  - (ii) Any claim for valuables will not be more than RM2,000 for any single item unless specified (up to 1/3 of the total sum insured or RM20,000 per event, whichever is lower)
  - (iii) Any claim on interior decoration/renovation will not be more than RM20,000 per event
- 4) The maximum amount we will pay under this Section is subject to an aggregate limit of RM200,000 per event, provided that the sub-limit in respect of "Other Benefits" as provided under this section shall not be greater than:
  - a) RM10,000 per event under "Alternative Accommodation"; Excess: RM200
  - b) RM2,000 per event under "Domestic Servants Property"; Excess: RM200
  - c) RM2,000 per event under "Window/Door Replacement"; Excess: RM200
  - d) RM100,000 per event under "Personal Accident"
  - e) RM100,000 per event under "Household Removal"; Excess: RM500
  - f) RM20,000 per event under "Interior Decoration/Refurbishment"; Excess: RM200
  - g) RM500 per event under "Frozen and Perishable Food"
  - h) RM500 per event under "Fire Brigade Charges"
- 5) For any water damage, the first RM250 will not be covered.
- 6) If there is a loss of an article which is part of a pair or set, the measures of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the said article, but such loss shall not be construed to mean total loss of the pair or set.

## **Section II - Special Benefits**

### **1. Personal Documents**

We will pay for the cost reasonably and necessarily incurred for applying replacement of credit cards, passports and other personal documents including identity card and any certificate of identity for you or your family due to accidental loss or damage.

Any claim payment will not be more than RM1,000 per event.

Excess: RM200 each and every claim

### **2. Personal Money**

We will indemnify you against accidental loss or theft of Money or unauthorized use of ATM/Debit Card anywhere in the world, but we do not cover loss:

- a) Which are not reported within 24 hours of discovery to the local police authority
- b) Caused by depreciation, confiscation or shortage due to errors or omissions
- c) Arising from uninsurable risks

Any claim payment will not be more than RM1,500 per event.

Excess: RM200 each an every claim

3. **Unauthorized Use of Credit Cards**

We will pay for pecuniary loss due to unauthorized use of Credit Cards up to RM2,500 per event.

Excess: RM200 each and every claim.

**Basis of Claim Payment**

- 1) A reinstatement settlement will be made
- 2) An indemnity settlement basis will be applied if you decide not to re-instate, repair or replace the Contents
- 3) Where any insured item consists of articles in a pair or set, we are not to pay more than the value of any particular part of parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, not more than a proportionate part of the insured value of the pair or set.
- 4) The maximum amount we will pay under this Section is subject to an aggregate limit of:-
  - a) RM1,000 per event under "Personal Documents"; Excess: RM200
  - b) RM1,500 per event under "Personal Money"; Excess: RM200
  - c) RM2,500 per event under "Unauthorized Use of Credit Cards"; Excess: RM200

## Section III – Personal Liability

We will indemnify you and your Family in respect of all sums which you and your family will become legally liable to pay as damages in respect of:

- a) accidental bodily injury (including death or disease) to any person
- b) accidental loss of or damage to property

occurring during the period of insurance and within the geographical limits.

We also pay the legal costs and expenses recoverable by any claimant from you and all costs and expenses incurred with our written consent.

For legal liability occurring in Malaysia and world-wide (excluding USA and Canada) during temporary visit, the maximum amount that we will pay under this Section shall not be more than RM2,000,000 in respect of any one claim or series of claims arising out of one event. For legal liability occurring in USA and Canada during temporary visit, the maximum amount that we will pay under this Section shall not be more than RM1,000,000 in respect of any one claim or series of claims arising out of one event. But we do not indemnify you in respect of:

- a) Bodily injury to you or your Family or any person in the service of you.
- b) Loss of or damage to property belonging to or in the custody or control of you or your family or any person in the service of you.
- c) Liabilities arising from the ownership, occupation or use of any land or building other than your home specified in the Schedule.
- d) Any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- e) The exercise of any trade, profession of employment other than the employment of domestic servant in your service.
- f) The ownership, possession, driving or use of mechanically-propelled vehicles, aircraft or watercraft.
- g) The use of any horses for hunting, racing or polo.
- h) The ownership, use or possession of any animals other than domestic dogs or cats.
- i) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Personal Injury or Bodily Injury or loss of a physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- j) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
- k) Fines, penalties, punitive or exemplary damages
- l) Cyber Risk Clause

The indemnity expressed in this Policy shall not apply to liability in respect of any claim or loss arising out of any activities and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means

## Geographical Limits

- a) Malaysia
- b) Worldwide (excluding USA and Canada) during temporary visit provided that the duration of such visit shall not exceed 60 consecutive days.
- c) USA and Canada during temporary visit provided that the duration of such visit shall not exceed 30 consecutive days.

For this purpose, visit means a round trip commencing in Malaysia

## Jurisdiction

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

- a) compensation for damages in respect of judgement not in the first instance delivered or obtained from a Court of competent jurisdiction with Malaysia
- b) costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

## General Conditions

### 1. Prevention of Loss

You and your family must comply with all statutory obligations

- a) prevent loss, damage or injury and
- b) maintain in efficient conditions and good repair any insured property

### 2. Change in Risk

During the currency of this Policy you must advise us of any change in your occupation or circumstances which would increase the possibility of loss and pay an additional premium if we require.

### 3. Cancellation

#### a) By you

You may cancel this Policy at anytime by giving us a written notice.

#### b) By the Company

We may cancel the Policy by giving you 30 days written notice by registered letter to your last known address and return to you a proportional part of the premium corresponding to the unexpired period of insurance.

In any event, the return of premium will depend on how long the cover has been in force and provided no claim has been made during the current period of insurance.

### 4. Termination of Coverage

#### a) By Premium Payment

When any or any part of premium pertaining to the Policy is not paid when due, we may terminate the coverage effective from the 1<sup>st</sup> day of the month for which premium is not paid.

#### b) By Eligibility

When you cease to be the customer of the Hong Leong Bank Berhad, the coverage will be terminated on the following premium due date.

### 5. Average Clause

If the property insured shall at the time of a claim under this Policy be collectively of greater value than the sum insured thereon then you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of this Policy shall be separately subject to this Condition.

### 6. Arbitration

All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.



7. **Subrogation**

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or surrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

8. **Contribution**

If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

9. **Claims**

- a) When a claim occurs or is likely to occur you must advise us in writing as soon as reasonably possible.
- b) For loss or damage claims you must:
  - i) at your own expense provide us with all certificated information and evidence as we may request
  - ii) notify the police immediately of any items missing, loss by deception, theft, malicious acts or riot and civil commotion.
- c) For liability claims you must:
  - i) send to us any letter, claim, writ or summons immediately when it is received
  - ii) advise us immediately when you have knowledge of any impending prosecution inquest or fatal inquiry.
  - iii) not make any admission, offer or promise of payment without our consent and we shall be entitled if we so desired to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and you shall give all such information and assistance as we may require.

## General Exclusions

1. This Policy or any section added subsequently does not insure loss or destruction of or damage to any property or death or bodily injury or expense or any consequentially loss or liability directly or indirectly caused by or contributed to by or arising from:
  - a) War Risks  
War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or requisition or destruction of or damage to property by or under the order of any government or public or local authority in preventing or attempting to prevent any such act or in minimising the consequences of any such or confiscation or nationalisation.
  - b) Sonic Bangs  
Pressure waves caused by aircraft and other aerial devices
  - c) Any act of terrorism  
For this purpose an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or 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.
  - d) Radioactive Exclusion Clause (which apply to Section 1 & 2 of this policy)  
This policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - 1) ionising, radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - 3) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - e) Asbestos Exclusion Clause (which applies to Section 3 of this policy)  
This policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
    - i. asbestos
    - ii. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

## Complaint Procedures

We believe **you** deserve a courteous, fair and prompt service. If there is any circumstance when **our** service does not meet **your** expectations, please contact **us** using the appropriate contact details below and provide the **Policy Number/Claim Number** and **Insured Person's Name**:

1. Firstly with the department or person **you** dealt with **us** on how **you** would like the problem to be solved.
2. Secondly if the problem is not solved to **your** satisfaction, then make a formal written complaint to **our** Customer Service Department at:

Customer Service Hotline	: 1 - 800 - 88 - MSIG (6744)
Facsimile	: 03 - 2026 8086
Email	: myMSIG@my.msig-asia.com
Website	: www.msig.com.my
Address	: Customer Service Department MSIG Insurance (Malaysia) Bhd Level 15, Menara Hap Seng 2 Plaza Hap Seng No. 1, Jalan P. Ramlee 50250 Kuala Lumpur

3. Thirdly, if you are not satisfied with our decision you can refer the matter to OMBUDSMAN FOR FINANCIAL

SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTELELINK or BNMLINK:

- a. **OMBUDSMAN FOR FINANCIAL SERVICES (OFS)**  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Telephone : 03 - 2272 2811  
Facsimile : 03 - 2272 1577  
Email : enquiry@ofs.org.my  
Website : www.ofs.org.my
- b. **LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)**  
*(Walk-in Customer Service Centre)*  
Ground Floor, D Block,  
Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Telephone : 03 - 2698 8044  
Extension : 8950 / 8958 (BNMLINK General Line)
- c. **CONTACT CENTRE (BNMTELELINK)**  
Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia,  
P.O.Box 10922,  
50929 Kuala Lumpur.  
Telephone : 1 - 300 - 88 - 5465 (1 - 300 - 88 - LINK)  
Overseas : 03 - 2174 1717  
Facsimile : 03 - 2174 1515  
Email : bnmtelelink@bnm.gov.my

## Personal Data Protection

By giving Personal Data, you give us permission for its use as described below:-

1. To process **your** Personal Data with the intention of entering into the contract of Insurance.
2. **You** consent and allow **us** to retain the data and share the data with **our** service providers, which include but not limited to:
  - a. Registered licensed Adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - c. Insurer and Reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
3. For further information about **MSIG's** commitment to protection of Personal Data, a list of service providers and business partners that **we** may disclose **your** Personal Data to, please refer to **MSIG's** Privacy Notice at [www.msig.com.my](http://www.msig.com.my).

**You** may also request access to or correct **your** Personal Data by contacting **our** Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

## Tax Clause

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

### "NOTICE

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