

**On Receipt of Your Policy**

Please read this **Policy** and **Schedule** and should any of the details on **Your Policy Schedule** be incorrect, or change is required, please advise **Us** immediately.

Please read **Your Policy** and **Schedule** carefully to make sure **You** understand:

- What is Covered
- What is Not Covered

**A Guide to Your EZ Home Essentials Policy**

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## Our Agreement

### Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to **Your** trade, business or profession)

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

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

### Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to **Your** trade, business or profession)

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

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

## Your Duty to Inform Us

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

#### Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to **Your** trade, business or profession)

Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

**You** are also required to disclose any other matter that **you** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied. **You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

#### Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to **Your** trade, business or profession)

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

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

## What Makes Up This Policy

Insurance does not cover **You** against everything that can happen.

The heading does not form part of the **Policy** wording.

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

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

## Definition of Words

Certain words have been defined below. These have the same meaning wherever they are used in the **Policy** or the **Schedule** and are highlighted in the **Policy** by being shown in bold print, e.g. **Insured Person**, etc.

### Accidental Damage

means physical damage caused by a sudden, unintentional, unexpected and unforeseen event resulting in visible external damage.

### Collection

means a group of items that has a higher value collectively than as separate items.

### Communicable Disease

means any disease that can be transmitted by any substance or agent (for example, a virus or bacterium) where the disease, substance or agent can:

- cause or threaten damage to human health or human welfare, or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Consequential Loss

means an indirect adverse impact caused by damage to property or equipment; loss of profit upon business interruption due to fire or other extended perils covered under the **Policy**.

### Contents

mean household items belonging to **You** or **Your Family** members whilst being used and kept at **Home**.

### Depreciation

means the reduction in the value of **Contents** due to **Wear and Tear**.

### Domestic Servant(s)

means a domestic helper employed by **You** to carry out domestic duties associated with the **Home** and residing at **Your Home**.

### Endorsement

means a written alteration to the terms, conditions and limitations of the **Policy**, as shown on the **Schedule**.

### Entertainment System

means home theatre system which includes television, media players, home cinema, projectors, sound systems, karaoke, video and room acoustics systems, gaming consoles, musical instruments for home use.

### Family

means any spouse, relative, in-law or dependant(s) who normally live(s) with **You** at **Your Home** but not tenants or any other paying guests.

### Insured Event

means any one event or series of events described that is covered in **Your Policy**.

### Home

means the private dwelling constructed of fully brick wall, concrete floor and tiled or concrete roof occupied by **You** and **Your Family** members at the situation specified in the **Schedule**.

### Home Electrical Products

means products, devices, and appliances used at home that run on electricity or have embedded batteries that are chargeable using electricity such as kitchen or home appliances, air conditioners, water heaters, desktop computers and accessories, internet modem, and WIFI routers but excluding any mobile devices like laptops, handphones, tablets and handheld gaming devices.

**Household Goods**

means general household products used at home which include furniture, furnishings, carpets and blinds.

**Household**

means persons permanently staying with **You** at **Your Home**.

**Insured / Insured Person / You / Your**

means or refers to the person or persons described in the **Schedule**.

**Loss or Damage**

means physical loss or physical damage

**Market Value**

means the value of the **Contents** insured at the time of loss or damage less allowance for **Wear and Tear** and/or **Depreciation**.

**Money**

means coins, currency notes, bank notes, bullion, stamps, cash, cheques, travellers' cheques, postal or money order, savings or share certificates, phone cards, vouchers or cards with cash value, deeds, bonds and other documents of value belonging to **You** or **Your Family** members

**Mobile Devices**

means smart, android phones, iPhones/iPads/iPods, tablets, pagers, smart watches, wearable technology devices, handheld consoles and their accessories, portable computer equipment including notebook computer and the like including their peripherals and accessories which are used outside the **Home**.

**Period of Insurance**

means the period for which **You** are insured. It commences at the time **We** agree to give **You** insurance and finishes at midnight on the day of expiry, as shown on the **Schedule**. There are 2 types of Period of Insurance which are : - 12-month and 6-month duration of cover.

**Personal Effects**

means items which are personal in nature and are normally worn or carried.

**Policy**

means **Your** insurance contract which consists of this **Policy** wording, **Schedule**, and any **Endorsement**.

**Premium**

means any amount **We** require **You** to pay under this **Policy** and includes the prevailing government charges.

**Premises**

means within the border of **Your Home** used for domestic purpose at the situation specified in the **Schedule**.

**Schedule**

means the document providing details of the cover, **Sum Insured**, **Period of Insurance**, **Name of Insured**, etc.

**Security System**

means surveillance system which includes a control panel, door and window sensors, motion sensors, surveillance cameras, lights, sirens, smoke detectors, water sensors, smoke alarm system, wall mounted panels, smoke and intrusion alarm and safe.

**Set**

means a group of similar or related items that belong or function together.

**Sum Insured**

means the maximum probable loss amount that **You** have agreed to take up as shown on **Your Schedule**.

**Valuables**

means items comprising precious metals or precious stones or bullion, antiques, curios, works of art, etchings, tapestries, statues, sculptures, coin, stamp or medal collections, jewellery and luxury watches.

**We/Our/ Us/ the Company/ MSIG**

means **MSIG Insurance (Malaysia) Bhd.**

**Wear and Tear**

means gradual deterioration of **your contents** over time, through usage, age or weather.

## How Your Insurance Operates

Your EZ Home Essentials Policy is a contract between Us, the Company, and You, our Insured named in the Schedule.

In consideration of You paying Us the required Premium, We will cover for loss or damage to Your Contents caused by an Insured Event at Your Home during the Period Of Insurance.

Provided that :

1. No one Contents (excluding furniture, piano, organ, household appliances, radio, television, video recorder, hi-fi equipment and the like) shall be of greater value than fifteen (15) percent of the Sum Insured against each section of Contents you have selected.
2. Where the contents consist of articles in a Collection, pair or Set, We shall not be liable to pay more than the proportionate value of any particular part(s) which may be lost or damaged.

This Policy is issued on first loss basis up to the Sum Insured as selected and shown in the Schedule. It is understood and agreed that in the event any loss caused by an Insured Event is of greater value than the Sum Insured shown in the Schedule, the Insured shall bear the difference of the loss.

### Insured Events

What is Covered	What is Not Covered
<b>We will provide cover for loss or damage caused by:</b>	<b>We will not provide cover for loss or damage caused by :</b>
a. Fire, lightning, thunderbolt, subterranean fire	
b. Explosion	
c. Aircraft and other aerial devices and/or articles dropped therefrom	
d. Impact by any road vehicle or animals not belonging to or under the control of you or your family or household or your domestic servant(s)	
e. Bursting or overflowing of domestic water tanks apparatus or pipe	a. Destruction or damage occurring while Your Home is left unoccupied for more than ninety (90) days whether consecutively or not in any one period of insurance.
f. Hurricane, cyclone, typhoon, windstorm	Loss or damage to: i) any Contents in the course of building construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected; ii) Contents kept in the open and/or outdoors without protection.
g. Earthquake and volcanic eruption	
h. Flood	
i. Riot, Strike and Malicious Damage	a. anyone who entered Your Home with consent from You, Your tenant or any member of Your Family or Household; b. You participating in the riot or civil commotion that caused the damage; c. You having publicly advertised Your Home as a venue for an event
j. Landslip and Subsidence	a. 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; b. Coastal or river erosion c. Demolition, structural alteration or structural repair d. Defective design or inadequate construction of foundations
k. Theft or attempted theft	a. If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one period of insurance, the cover will be suspended unless agreed by Us by way of an endorsement. b. Loss or damage due to theft by Your domestic servants or any member of Your family. c. Theft or disappearance of Home Contents from an unattended motor vehicle at Your Premise

	<p>d. loss or damage caused by or resulting from infidelity or any dishonest act on the part of the Insured or other parties of interest or his or their employees or agents or any person or persons to whom the property insured may be entrusted.</p> <p>e. unexplained loss, mysterious disappearance.</p>
<b>l. Accidental Damage</b>	

These sections only apply if shown in the **Schedule**. Please refer to the **Schedule** to see the **Sum Insured** that **You** have selected under each of these sections.

Section A	Home Electrical Products
Section B	Household Goods
Section C	Security System
Section D	Entertainment System

## General Exclusions - What You Are Not Covered For

This policy does not cover any loss or damage arising from:

1. **War, terrorism or nuclear incidents**
  - a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
  - b) Mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
  - c) Any act of terrorism which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government, 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. The burden of proving that such loss or damage is covered shall be upon **You**.
  - d) nuclear weapons material, ionising radiation;
  - e) contamination by radioactivity from nuclear fuel or nuclear waste from the combustion or fission of nuclear fuel.
2. **Consequential loss**
  - a) from loss of use of **Your Contents**;
  - b) of any kind;
  - c) costs or expenses **You** may incur to prove proof of claim.
3. **Confiscation by an authority**
  - a) confiscation or seizure by anyone with a financial interest in **Your Contents**;
  - b) caused by confiscation, requisition, acquisition or destruction of or damage to the **Contents** by the Government, Public or Local Authorities.
4. **Gradual Deterioration and Damage**
  - a) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
  - b) gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, fungi, rot, mildew, mould, smoke or particles;
  - c) rust, corrosion, rot, mould, rising damp, mildew, wear, tear, fading;
  - d) scratching or denting of any item or cracking of glass, lenses, mirror, china, earthenware, marble, gramophone records, recording tapes, compact disc, laser disc and other items of a brittle nature unless caused by theft or fire;
  - e) failure, breakdown or wearing out or malfunction of any mechanical, electrical or electronic equipment and their parts
  - f) poor maintenance of **Contents** which are not kept in good condition;
  - g) cosmetic damage which does not affect the use of **Your contents**;
  - h) replacement of parts to **Contents** on a regular basis which include accessory parts, batteries, brush, filters, lights.
5. **Renovations and alterations to your home**  
**Contents** in the **Home** while renovations and alterations are being undertaken.
6. **Deliberate Damage**  
Acts or omissions that are intentional, reckless, deliberate or have criminal intent by:
  - a) **You** or a member of **Your Family** or **Household**;
  - b) Any tenant in **Your Home**.
7. **Installation and modification of contents**
  - a) Failure to install and operate **Your Contents** according to their instruction manuals;

- b) Improper modification of **Your Contents**;
  - c) Cleaning, repairing or restoring where inappropriate or unsuitable methods or materials are used.
8. **Pests and Pets Damage**  
from insects, pests, rodents, lizards, vermin and animals of any kind.
9. **Contents removed**
- a) During removals for sale, storage or exhibition;
  - b) Whilst they are in transit while moving from one home to another;
  - c) Product recall of **Your Contents** by their manufacturers.
10. **Unoccupancy**  
For more than ninety (90) days consecutively in any one **Period of Insurance**.
11. **Computer Risk**
- a) a computer system, hardware, software, data storage devices, microchip integrated circuit or similar device in computer or non-computer equipment caused by computer viruses;
  - b) any computer equipment, software, micro-chipped controlled electrical appliances failing to correctly recognise any date or time;
  - c) loss of data arising from any computer or similar equipment failing to correctly recognise any date or time;
  - d) film, cartridges, records, compact disc, computer disks, cassettes, tapes, DVDs or other data storage devices
12. **Communicable Disease**  
any **Communicable Disease** or the threat or perceived threat of any **Communicable Disease**.
13. **Trees, shrubs or plants**  
the roots of trees or plants of any kind or caused by the act of tree felling at **Your Premises**.
14. **Sanction**  
Where a claim payment breaches any sanction, prohibition or restriction under various international laws, regulations, United Nations resolutions or trade sanctions.
15. **Property Cyber and Data Exclusion (LMA5401)**  
Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any:
- i) **Cyber Loss**;
  - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss** or **Data**, replaces that wording.

#### Definitions

- a) **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- b) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- c) **Cyber Incident** means:
  - i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- d) **Computer System** means:
  - i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- e) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

16. This **Policy** excludes cover for:
- Contents** more specifically covered by another **Policy**;
  - contact or corneal lens, prescription or non-prescription glasses and hearing aids;
  - Mobile devices; Money, Personal effects and Valuables**;
  - musical instruments not used exclusively for **Your** own private personal purpose while away from **Your Home**;
  - pedal cycles and sports equipment or their accessories or removable parts.

## General Conditions - Your Rights And Our Rights Under This Policy

The conditions which appear in the **Policy** or in any **Endorsement** are part of the contract and must be complied with. **You** must meet all the following conditions to benefit from any cover under this **policy**. **We** will not pay any claim under this **policy** if **you** do not meet any of the terms and conditions.

- Contract**  
 This **Policy**, **Schedule** and any **Endorsement** shall be read together as one contract and any word to which a specific meaning has been attached to any part of the **Policy** or the **Schedule** or **Endorsement** shall bear the same meaning wherever it may appear.
- Notice**  
 Every notice or communication to be given or made under this **Policy** shall be delivered in writing to **Us**.
- Duty of Care**  
**You** shall use all reasonable care to keep the **Home Contents** in good condition. **We** will not be liable for any loss or damage caused by **Your** failure to rectify such defect after receiving notice from **Us** or from any person or public body.
- Material Fact**  
 The **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- Limit of Compensation**  
**You** shall not be covered under more than one (1) **EZ Home Essentials** insurance **Policy**. In the event that **You** are covered under more than one such **Policy**, **We** will consider **You** to be insured under the **Policy** which provides the highest benefits. When the benefit under each such **Policy** is identical, **We** will consider **You** to be insured under the **Policy** first issued. **We** will refund any duplicated insurance premium payment which may have been made by **You** or on **Your** behalf.
- Cancellation**  
**We** may cancel this **Policy** at any time by giving even (7) days' notice of cancellation by registered letter to **Your** last known address and in such an event **We** will return a pro-rate portion of the premium for the unexpired **Period of Insurance**. **You** may cancel this **Policy** at any time by giving written notice of cancellation to **Us** and in such an event **We** will return a portion of the premium at our short period rates (as follows) for the unexpired **Period of Insurance** but subject to **Us** retaining the minimum premium of RM50.00. This **Cancellation** conditions are only applicable to 12-month duration of cover.

Period Not Exceeding	Refund of Annual Premium
15 days	90%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

- Automatic Diminution in Sum Insured**  
 Upon payment of any claim under the **Policy**, the amount of such claim shall be accounted in diminution of the **Sum Insured** in respect of the particular section of the **Home Contents** for which the claim has been made. There is no option to reinstate the **Sum Insured**.
- Free Look Period**  
 If **You** change **Your** mind about taking out this **Policy** and **You** haven't made a claim, **we** will refund the premium paid if **You** cancel **Your Policy** by writing to **Us** within fifteen (15) days from the date of issue of **Your Policy**.



9. **The Law**  
This **Policy** shall be governed by and construed in accordance with the laws of Malaysia.
10. **Premium Warranty**  
**Premium** due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this **Policy**. If the condition is not complied with, this **Policy** shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the period **We** provide the cover.  
Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purpose of this warranty. The onus of proving that the **Premium** payable was received by a person including an insurance agent who was not authorised to receive such **Premium** shall lie with **Us**.

## Claims Conditions - How We Will Settle Your Claim

1. **Insurable Interest**  
Only **You** have the rights to claim from **Us**, except upon **Your** death or by operation of law, the passing of interest of this insurance to another person shall only take effect after **We** have endorsed the **Policy**.
2. **Advice of Loss**  
**You** shall provide a written notice to **Us** within seven (7) days upon receiving notice of or sustaining any accident, loss or damage on the happening of any loss or damage and provide detailed proof and documentation such as proof of ownership, photographs of belongings and invoices of contents as may be reasonably required. In the case of loss, burglary, housebreaking, or theft, **You** must report to the police immediately. **You** must also take reasonable action to protect the property from further loss or damage and get **Our** permission before **You** arrange for any repairs or replacement.
3. **Right of Access and Control**  
On the happening of any loss or damage, **We** or our appointed loss adjusters are entitled to:  
a) Visit **Your Home** where the loss or damage has happened to assess or investigate the cause of loss or damage;  
b) take and keep possession of the **Contents**;  
c) deal with the salvage of the **Contents**.  
However, **You** shall not abandon the **Contents** to **Us**.
4. **Pair and Set**  
When a lost or damaged item is part of a pair, **Set**, system or **Collection**, **We** will only pay up to the value that the item has as a proportion of the combined pair, **Set**, system or **Collection**.
5. **Maximum Liability**  
**Our** total liability to **You** in respect of loss or damage during any one **Period of Insurance** will not exceed the **Sum Insured** stated against each section or in the aggregate, the total **Sum Insured** specified on the **Schedule** or such other sum(s) endorsed in the **Policy**.  
  
If **We** agree to pay a claim, **We** will pay you the **Market Value** of **Your Contents** subject to the **Sum Insured** stated in **Your Schedule**. **We** will choose to do one of the following:  
a) Pay to repair the **Contents** to the condition it was in before the damage occurred, or  
b) Replace the **Contents** up to its **Market Value**, or  
c) Pay you the **Market Value** of the **Contents**  
  
Upon payment of the claim under the **Policy**, the cover for the lost or damaged **Contents** for which the claim has been made shall end and the **Sum Insured** shall be reduced by the amount of the claim.
6. **Other Insurance**  
If **You** have any other insurance policies that cover the same loss or damage as this **Policy**, **We** will only pay **Our** share of any claim.
7. **Subrogation**  
When a third party is responsible for the loss or damage to **Your Contents**, **We** may recover from the responsible party. **We** may take ownership of any claimed items that have been damaged, lost, or stolen or recover any part of the loss and **We** may do so using **Your** name.
8. **Salvage**  
The amount of any salvage shall be applied first in covering the costs incurred by **Us** in indemnifying **You** and any balance shall be paid to **You**.
9. **Arbitration**  
Any difference on the amount of any loss or damage between **You** and **Us** shall be referred to an Arbitrator who shall be appointed in writing by **You** and **Us**. In case **You** and **Us** are unable to agree on a single Arbitrator within two months of being required in writing to do so by either party; then **You** and **Us** shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator,

should the other party within two months of the written notice fail to appoint the other Arbitrator. The costs of arbitration and awards shall be decided by the Arbitrator(s) or Umpire. **You** and **Us** agree that the awards by the Arbitrator(s), or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.

10. **Fraud**

**You** or anyone acting on **Your** behalf must not make any fraudulent or false or exaggerated claims otherwise **We** shall be under no obligation or make any payment under this **Policy**. If **You** or anyone acting for **You** makes a claim under this **Policy** knowing the claim to be dishonest or exaggerated in any way, **We** will not pay the claim and all cover under this **Policy** will cease immediately. **We** reserve the right to notify the police of any such claim.

11. **Discharge**

**Your** acceptance of payment shall be considered a full and final discharge of **Our** liability.

## **Your Responsibility**

### **Duty of care**

**You** shall use all reasonable diligence and care to keep **Your Home Contents** in proper state of condition.

**You** shall make good as soon as possible any damages discovered and shall, in the meantime, take additional precautions to prevent further injury, loss or damage.

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

### **Unvalued Policy Clause**

This is an unvalued **Policy**. **You** must prove to the satisfaction of the **Company** the value of your **Home Equipment** at the time of the happening of its destruction or the amount of such damage.

## 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	:	+603 - 2026 8086
Email	:	<a href="mailto:myMSIG@my.msig-asia.com">myMSIG@my.msig-asia.com</a>
Website	:	<a href="http://www.msig.com.my">www.msig.com.my</a>
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 FINANCIAL MARKETS OMBUDSMAN SERVICE (FMOS) or BANK NEGARA MALAYSIA through BNMLINK:

a. **FINANCIAL MARKETS OMBUDSMAN SERVICE**

(Formerly known as Ombudsman for Financial Services)

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.

Telephone : +603 - 2272 2811  
Website : [www.fmos.org.my](http://www.fmos.org.my)

b. **BNMLINK**

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

Telephone : 1-300-88-5465 or  
+603 - 2174 1717 (for overseas calls)

Physical Visits : By appointment only via eLINK form at <https://bnmlink.bnm.gov.my/> or by telephone

You may refer to FMOS and BNMLINK website for detailed information on the scope and timeline for lodging a complaint.

## 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 Adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfilment 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/privacy-notice/](http://www.msig.com.my/privacy-notice/) or scan QR Code below:



**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.

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