



Termite Protection Policy

IMPORTANT NOTICE

1. This is Your **Termite Protection Policy**. This Policy is issued by Us in consideration of the premium paid or to be paid to Us as specified in the Policy Schedule and contains the terms and conditions of the contract of insurance as agreed between You and Us. Please read this Policy carefully to ensure that You understand the terms and conditions and that the insurance You require is being provided. If You have any questions after reading this Policy, please contact Us or Your insurance advisor. If there are any changes in Your circumstances which may affect the insurance provided, please notify Us immediately. If You do not, You may not receive any or some of the Benefits set out in this Policy.
2. Please keep this Policy in a safe place. If this Policy is renewed or if there are any amendments to the terms and conditions, We will send You a new Schedule or an Endorsement only. Do contact Us if You would like another copy of this Policy or a copy of this Policy in Bahasa Malaysia; We will be happy to provide one.
3. In deciding to issue this Policy, We have relied on the answers and information given when application was made for this Policy. We have also relied on other disclosures, if any, made to Us from the time the application was made up to the time this Policy was issued. Those answers, information and other disclosures, if any, therefore, also form part of the contract of insurance between You and Us.
4. Where You have applied for this Insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions or providing the information requested when You applied for this Policy. You should have answered the questions and provided the information fully and accurately. Failure to have taken reasonable care in answering the questions or providing the information requested may result in avoidance of this Policy, refusal or reduction of any claim made by You under this Policy, change of terms or termination of this Policy in accordance with the relevant law. You were 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.
5. If at any time the law requires Us to collect from You any tax in connection with the insurance provided or the premium You have paid, please note that We will be entitled to recover from You such tax if it has not yet been paid.
6. If, for any reason, You are not happy with the service You have received from Us, You may:
 - 6.1 write to Our Customer Service Department at Ground Floor, Wisma Boustead, 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
 - 6.2 e-mail Us at customer.service@axa.com.my.
7. If You are still not satisfied with the way any issue has been handled by Us, You may:
 - 7.1 refer matters concerning claims to:

The Ombudsman for Financial Services
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: (603) 22722811 / Fax: (603) 22721577

or

7.2 submit Your complaints or feedback:

- (a) at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia;
- (b) by calling BNMTELELINK at 1-300-88-5465;
- (c) by sending a fax to (603) 21741515;
- (d) by sending an e-mail to bnmtelelink@bnm.gov.my; or
- (e) by sending an SMS to 15888.

8. In respect of any communication between You and Us including, without limitation, the giving of any notice or demand under this Policy:

8.1 You are to –

- (a) write to Our Customer Service Department at Ground Floor, Wisma Boustead, No. 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
- (b) e-mail Us at customer.service@axa.com.my; and

8.2 We will –

- (a) write to You at the address given to Us in Your proposal for this Policy or at Your address last notified to Us in writing;
- (b) email You at the email address given to Us in Your proposal for this Policy or at Your email address last notified to Us in writing;
- (c) communicate with You by mobile phone or any form of electronic messaging We may consider fit at a contact number or electronic address which You have given to Us;

If sent by post, the notice or demand, if correctly addressed, will be deemed to have been received on the seventh day after posting. If sent by email, mobile phone or any form of electronic messaging, the notice or demand will be deemed to have been received on the day it was sent.

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

Having received and accepted Your first premium, and any subsequent premiums required, We will provide the cover shown in the sections of the Policy up to the Sum Insured or limit of indemnity stated in Your Schedule.

BENEFITS

We will pay the benefits under the following sections subject to:

- (a) the terms, exceptions, limits and conditions contained in this Policy and any Endorsement;
- (b) the incident from which any claim arises occurring within the Period of Insurance and within Malaysia; and
- (c) You providing Us with the relevant information and/or document required as set out under the “ACTIONS AND/OR DOCUMENTS REQUIRED TO PROCESS YOUR CLAIM” section of this Policy to Our satisfaction

Section 1 – Termite Treatment

A) Termite Treatment Service due to Call Back – No Active Termite Found

- i) We will pay You on a Reimbursement Basis the actual cost incurred for the necessary Termite service and treatment for the control of Termite up to the maximum limit stated in the Schedule of Benefits, in the event of new visible sign of a Termite infestation is discovered on the insured property upon expiry of a 60 days grace period from the initial inspection during the first visit by an authorised pest exterminator.
- ii) A written of Building Termite Inspection Report (BTIR) during the first visit must be prepared and completed by an authorized pest exterminator and verified by EXTERMINEX that no evidence of Termite is discovered and no active infestation of Termite is detected in the premise.
- iii) In the event of an active Termite infestation/activity is discovered during the Period of Insurance,
 - a. We will pay on a Reimbursement Basis for the Termite service and treatment and up to the amount as stated in Policy Schedule/ Certificate Insurance.
 - b. A written of Building Termite Inspection Report (BTIR) must be issued to Insured by an authorised pest exterminator and verified by EXTERMINEX. Such report must have been submitted to Us to support a claim.
- iv) Eligible claims will be paid on a Reimbursement Basis provided an annual inspection or monitoring plan is subscribed by the Insured.
- v) We will not pay
 - a. any claim, Loss, cost of expenses of whatsoever nature directly or indirectly arising from, in respect of, caused by, or in any way connected with any Termite infestation that is established to have occurred prior to the policy's inception date.
 - b. any Termite activities discovered on the Premises which no Proper Control Measures performed previously.
 - c. the first amount of each and every Loss specified as Excess in the Schedule

B) Termite Treatment Service due to Call Back – Active Termite

- i) We will pay You on a Reimbursement Basis the actual cost incurred for the necessary re-treatment service and treatment for the control of new live infestation of the Termite covered up to the maximum limit stated in the Schedule of Benefits in the event of Recurring Termite infestation after initial Termite treatments were received.
- ii) A written of Building Termite Inspection Report (BTIR) must be issued to Insured by an authorised pest exterminator and verified by EXTERMINEX prior to initial Termite treatments received.

- iii) The coverage will only be effective on the day after the elimination report submitted by an authorised pest exterminator if there is active Termite infestation discovered after initial Termite treatments received.
- iv) In the event of Recurring Termite infestation, a Termite inspection report must be issued to Insured by an authorised pest exterminator and verified by EXTERMINEX. Such report must have been submitted to Us to support a claim.
- v) We will not pay:
 - a. any claim, Loss, cost of expenses of whatsoever nature directly or indirectly arising from, in respect of, caused by, or in any way connected with any Termite infestation that is established to have occurred prior to the policy's inception date.
 - b. any Termite activities discovered on the Premises which no Proper Control Measures performed previously.
 - c. the first amount of each and every Loss specified as Excess in the Schedule

A claim may only be made for either Section 1A or Section 1B in respect of any one event depending on the package selected by You during the purchase of Your Policy.

Section 2 – Home Contents

- i. We will pay the repair, reinstatement or replacement and indemnify You against Loss or Damage to Contents and Fixture and Fittings caused by Termite within the confinement of your Building specified in the Schedule used solely for residential purposes.
- ii. The cover for the Contents is limited to:
 - a. No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than ten (10) percent of the Total Sum Insured on Contents
 - b. Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total Sum Insured on Contents
- iii. The cover for the Contents will not include loss or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, stamps, collection of stamps or coins, documents of any kind, cash, currency notes, bank notes, manuscripts or business books, medals and coins, curiosities or works of art, plans, patterns, models or moulds, drawings or designs, computer records, contracts, motor vehicles and accessories or livestock.
- iv. We will indemnify You the insured value or the market value of the insured property whichever is lower subject to the deduction of any Excess.

Market value means the value of the property insured at the time of Loss or Damage less allowance for wear and tear and/or depreciation.

The market value shall be determined by a valuation obtained by Us from the:

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor , or
- loss adjuster licensed under the Financial Services Act 2013, or
- Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both You and Us.

The valuation so obtained shall be conclusive in any legal proceedings against Us.

v. We will not cover:

- any claim, Loss, cost of expenses of whatsoever nature directly or indirectly arising from, in respect of, caused by, or in any way connected with any Termite infestation that is established to have occurred prior to the policy's inception date.
- the cost of hacking and reinstating inaccessible areas or areas concealed by wall coverings, floor coverings, ceilings, furniture, equipment, appliances, or any portion of the structure in which inspection would necessitate removing any part of the structure which are inaccessible to a visual inspection.
- any claims arising directly or indirectly from in respect of the insured person's disinclination to the recommending treatment from authorised pest exterminator
- any Loss or Damage not caused by Termite activity
- the first amount of each and every Loss specified as Excess in the Schedule
- unexplained losses

Subject to the other terms of this Policy, cover shall be automatically terminated once claim being paid and limit to only one event per policy.

GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule.

TERMS	MEANING
1. We/Us/Insurer/AXA/Company	AXA Affin General Insurance Berhad
2. You/Your/Insured	The person named as an Insured Person in the Schedule
3. Buildings	Buildings of a Private Dwelling house at the Premises and includes: <ul style="list-style-type: none"> - garages and outbuildings on the same Premises used solely in connection to it and on the same Premises - Fixtures and Fittings - walls, gates and fences around the Premises

4. Certificate of Insurance	A prescribed form that We are required to issue to You and it outlines the particulars of any conditions subject to which the Policy is issued.
5. Contents	Household goods and personal effects, belonging to You or any member of Your family normally residing with You contained in the Private Dwelling House, Flat or Apartment, stables, garages, and out-buildings, used solely in connection to it, on the same Premises specified on the Schedule
6. Damage	Physical damage or destruction to Premise resulting in impairment of usefulness or Loss of value
7. Endorsement	A written alteration to the terms, conditions and limitation of this Policy which is shown on the Policy
8. Excess	The amount You must pay towards a claim before We pay. The amount will be stated in the Policy.
9. EXTERMINEX	Exterminex (Malaysia) Sdn. Bhd
10. Fixtures and Fittings	Items that are permanently attached to Your Building
11. Infectious or Contagious Disease	Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
12. Loss	Any unrecoverable, unanticipated and non-recurring removal of, or decrease in the Insured's Premises or belonging sustained by the Insured which falls within the coverage provided under this Policy
13. Period of Insurance	The period specified in the Policy schedule or in any Endorsement
14. Private Dwelling	Refer to Buildings of flats and apartments. When blocks of flats or apartments are insured, Private Dwelling will refer to the private flats or apartments.
15. Proper Control Measures	Termite Treatment received from any authorised pest exterminator for eliminating termites in your house / Premise within a twelve (12) month period preceding the effective date of this policy.
16. Premises	The land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes
17. Pandemic	Any Infectious or Contagious Disease that is declared as pandemic by the World Health Organization ("WHO") or the Ministry of Health Malaysia ("MOH") and valid as of the time such declaration is made.
18. Policy	Your insurance contract which consists of this Policy wordings, Schedule, and Endorsement

19. Recurring	Occurring again periodically or repeatedly within the Period of Insurance
20. Schedule	Policy Schedule in which insured item and Sum Insured are specified
21. Schedule of Benefits	The document which forms part of this Policy containing the details of the Benefits payable by Us under the terms and conditions of this Policy in respect of each event or Loss covered by this Policy according to the type of plan stated in the Policy Schedule.
22. Sum Insured	The sum specified against each of the Benefits stipulated in the Schedule of Benefits (and/or Endorsement, if applicable), which is the maximum amount We will pay in the event of a claim.
23. Termite	A small, pale soft-bodied insect that live in colonies and feed on wood, plant matter, often destroying trees and wooden structures.
24. Warranties	Restriction or obligation that the Policy imposes on You. A breach of a warranty will entitle Us to reject the claim for Loss or Damage or liability.

APPLICABLE WARRANTIES

This Policy is subject to the following Warranties:

Date Recognition Clause

It is noted and agreed this policy is hereby amended as follows:

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chips), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the

Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.

- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Radioactive/Nuclear Energy Risks Exclusion Clause

This insurance does not cover loss, damage, cost or expenses 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.

Restriction of Merchandise Warranty

No part of the Premises should be used for the manufacture or deposit or storage of merchandise during the period of insurance.

Sanction Limitation Clause

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Malaysia.

Pandemic Clause

We shall not cover any form of Pandemic ('The Pandemic') as declared by The World Health Organization or Ministry of Health Malaysia and valid as of the time such declaration was made; This exclusion also applies to any claim, loss, liability, cost or expense of whatsoever nature directly or indirectly arising from, contributed to or by, or resulting from:

- a) any fear or threat (whether actual or perceived) relating to the Pandemic;
- b) any action taken to comply with governmental laws, regulations or directive issued in relation to the Pandemic and/or any action taken to control, prevent or suppress the Pandemic.

GENERAL CONDITIONS

1. Alterations

The Insurer may vary or alter the terms of this Policy on any renewal date by giving to the Insured 30 days' prior notice in writing. If the Insured chooses to renew the Policy after such notice has been given, the Insured is deemed to have accepted the variations or alterations. No alteration to this Policy shall be valid unless authorized by Us and such approval is endorsed thereon.

2. Certification, Information and Evidence

All certificates, information, medical reports and evidence as required by Us shall be furnished at Your expense, and in such a form that We may require. In any event, all notices which We shall require You to give must be in writing and addressed to Us. An Insured Person shall, at Our request and expense, submit to a medical examination whenever such is deemed necessary.

3. Duty of Disclosure.

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.

4. Fraud

If any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

5. Change in Risk

You must notify Us in writing as soon as possible if there is any change to the facts, circumstances, degree or amount of risk which exist at the commencement of this Policy or during the Period of Insurance or at any subsequent renewal date. Upon such notification, We may vary the terms of this Policy and/or charge additional premium as We determine appropriate in the circumstances. If You choose not to accept the variation of the terms of this Policy or the new premium rate, You may terminate this Policy in accordance with the terms hereof.

6. Portfolio Withdrawal Condition

We reserve the right to cancel this portfolio as a whole if We decide to discontinue underwriting this insurance cover.

Cancellation of the portfolio as a whole shall be given by written notice to the Policyholder and We will run off all policies to expiry of the period of cover within the portfolio.

7. Incomplete Claims

If You do not give to Us all the documents required by Us to support a claim made by You, Your claim will be deemed incomplete and We will then not be obliged to consider or to pay Your claim. We reserve the right to waive the submission of any document previously required by Us.

8. Currency of Payment

Any payment You make to Us or We make to You, shall be in Ringgit Malaysia.

9. Dispute Resolution

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of one (1) year from the date of the happening of the event resulting in a claim.

If there is any dispute in connection with this Policy, You and We mutually agree to first try to amicably resolve the dispute by mediation in accordance with the Mediation Act 2012; if the

dispute cannot be resolved by such mediation, the dispute may be referred to a Court of competent jurisdiction in Malaysia.

10. Premium and Tax

This Policy is issued by Us in consideration of the premium paid or to be paid to Us as specified in the Policy Schedule. If at any time the law requires Us to collect from You any tax in connection with the insurance provided or the premium You have paid, We will be entitled to recover from You such tax if it has not yet been paid.

11. Ownership of Policy

Unless otherwise expressly provided for by Endorsement in the Policy, the Company shall be entitled to treat the Policyholder as the absolute owner of the Policy.

12. Subrogation

We are entitled to take over all rights and remedies that You may have against any third party who caused the loss. We shall have the absolute discretion in the conduct of any proceedings, at Our own costs, against the third party and in the settlement of any such claim and You shall give Us such information and assistance as We may require from time to time including assigning all rights to take action in Your name. You must however give Us Your full cooperation to protect these rights and provide all assistance and take such steps as We require.

PREMIUM WARRANTY

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the Insurers within 60 days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rated premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

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

ACTION AND/OR DOCUMENTS REQUIRED TO PROCESS YOUR CLAIM

We require You to take certain actions and / or submit certain documents to Us before Your claim can be processed. These documents and / or actions are listed in the table below and will depend on the type of claim You intend to submit to Us. Take note that the documents and / or actions required from You are not limited only to those that are stated in the table below. We reserve the right to request additional documents, information, confirmation or certification from You to process Your claim. If You are unable, for good reason acceptable to Us, to provide any documents, information, confirmation or certification requested, We reserve the right to waive the requirement.

List of Documents Required	
1.	Duly completed Claim form
2.	Photos of the damaged property
3.	Pest Control Agreement between Client and Service Provider
4.	Termite Inspection Report
5.	Historical Purchase Invoice for the affected property or items
6.	Quotation / Repair /Replacement Invoice with breakdown on parts and labour
7.	Termite treatment quote and invoices

Note:

1. The above list is not exhaustive, and we shall request further documents should need arise
2. For all claims above RM5,000.00 or if need arise for claims below RM5000.00, AXA will appoint adjusters to survey the loss

Thus, please do not remove or dispose off the damage items before AXA's adjusters have inspect the damaged items.

SCHEDULE OF BENEFITS

Benefits	Sum Insured (RM)		
	Plan 1	Plan 2	Plan 3
A) Termite Treatment	1,500	2,500	3,500
Excess (each of every Loss)	150	250	350
B) Home Contents (including Fixtures and Fittings)	5,000	10,000	15,000
Excess (each of every Loss)	100	150	250