

# Home Insurance Policy

The present conditions are based on the Law on Insurance (Amended Version) N° 78/NA of 29 November 2019, hereinafter called "the Law", and by the President's Decree N° 30/PS of 10 January 2020.

## **GENERAL CONDITIONS:**

### **1. Definitions:**

- Company:** shall mean Allianz Insurance Laos  
**Insured:** shall mean the person named as Insured in the Schedule.  
**Schedule:** shall mean the personalized part of the policy, it contains period of covers and all perils that covers by policy.  
**Insured period:** shall mean the period from the effective date until the expiry date stated in the schedule of this policy.  
**Loss:** shall mean loss or damage either partial or total to the property insured under this policy

### **2. The completion and statement alteration in insurance policy.**

Coverage agreement and conditions endorsed are combined under this insurance policy. The cover shall be effective at the date mentioned in the Schedule. The alteration of any statements in this insurance policy must be consented by the Company. The coverage agreement and all conditions of this insurance can be amended only by endorsement, made by the Company.

### **3. Condition precedent.**

The Company shall not be liable to pay compensation under this policy unless the Insured shall have complied with the conditions of this policy.

### **4. Claims and Indemnification Conditions**

#### **Duties of the Insured regarding claims for compensation**

On the happening of any loss or damage:

- 4.1 The Insured shall give immediate notice thereof to the Company without delay, and shall within 15 days after the loss or damage, unless the Insured faces a reasonable problem, or such further time as the Company may in writing allow in that behalf deliver to the Company the following evidence at the Insured's own expense as:
- 4.1.1 A claim in writing for the loss and/or damage containing, in particular, an account of the property damaged or destroyed, and the value of the said damaged property not including profit, at the time of the loss or damage.  
 4.1.2 Particulars of all other insurances, including any insurance effected with other insurers on the subject matter concerning the property insured under this Policy
- 4.2 The Insured at his own expense must produce, procure, advise and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, proof and information with respect to the Claim and the origin or cause of the fire and/or any other insured perils and the circumstances under which the loss or damage occurred as may be reasonably required by the Company.
- 4.3 The Insured shall carry out and permit to be taken any action by the Company or authorized person which may be reasonably practicable to prevent further DAMAGE. In the case of any willful act or cause conducted by the Insured to be believed as willfully not to conform with any of the above conditions, and when the Insured submits any claims to the Company and if the Company declines liability for any reasons, the Insured or any person sustaining the damage can appeal to the court or arbitration. If the court or arbitration rules that the Company shall be liable to the Insured or such person, the Company shall indemnify the Insured according to the judgment of the court or arbitration to gether with interest at 15% as debtor who has failed to fulfill an obligation as from the date of such obligation
- 4.4 The Insured shall give notice to the police immediately in case of loss or damage due to theft or burglary and provide copy of the formal police report to the Company as soon as available.

### **5. Cancellation of policy.**

- 5.1 The Company may cancel this policy in advance by notice in writing not less than 15 days by registered mail to the insured at the last known address. In such event, the Company shall return the premium to the insured after deduction of premium for the period the policy has been in force.
- 5.2 The insured may cancel this policy by giving notice in writing to the Company and shall be entitled to receive a return of premium after a deduction of premium for the period that the policy has been in force as detailed in the short period rate stated in the following schedule:

#### **Short Period Insurance Premium Scale**

<b>Insured Period (not exceed/month)</b>	<b>% of Yearly Premium</b>	<b>Insured Period (not exceed/month)</b>	<b>% of Yearly Premium</b>
1 month	15 %	7 month	75 %
2 month	25 %	8 month	80 %
3 month	35 %	9 month	85 %
4 month	45 %	10 month	90 %
5 month	55 %	11 month	95 %
6 month	65 %	12 month	100 %

### **6. Arbitration**

If any difference arises as to the amount of any loss or damages, such difference shall, independent of all other questions, be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference. If the parties in difference cannot agree upon a single Arbitrator, two Arbitrators shall be appointed, of whom one shall be appointed in writing by each of the parties in difference within two calendar months after having been

required so to do in writing in other party. In case either party shall refuse to appoint an Arbitrator within the two calendar months as requested by the other party, the sole Arbitrator appointed by the other party have the right to pass judgment and render final decision .

#### **7. Calculation of Sum Insured and Claim Amount**

The Insured shall not benefit from the insurance contract which covers no more than actual loss or damage to his belongings or the actual loss or damage for which he is liable. The sum assured shall not be considered as the proof, at the time of occurrence of the accident, of the existence or the value of damaged property which must be justify by The Insured by means of all documents in his power with the detail as follow :

- 7.1 Buildings, including cellars and foundations are, without the ground value, estimated according to their actual value, considered as the cost of rebuilding on the day of the occurrence of claim less wear and tear or depreciation.
- 7.2 Personal property is valued according to its replacement value less wear and tear or depreciation, on the day of the occurrence of damage.

#### **8. Under Insurance**

- 8.1. If the sum insured is equal to or of greater value than 70% of the insurable value, at the time of occurrence of any damage, then the Company shall indemnify the Insured the full value of damage (not exceeding the sum insured stated in the Schedule). The Under-Insurance Clause shall not be applied in this case.
- 8.2. If the sum insured is less than 70% of the actual value at the time of occurrence of any damage as covered by the insured perils under this Policy, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

**The contribution ratio will be calculated as follows:**

$$\text{Indemnity amount for each item} = \left\{ \frac{\text{Total amount of loss} \times \text{Sum insured}}{\text{Actual value of property insured}} \right\} - \text{any deductible amount}$$

#### **9. Double Insurance and Contribution**

The Insured shall notify the Company in writing of the existence of any other insurance in force or subsequently effected with other insurers on the property insured coverable with similar risks as in this Policy either partially or totally. If at the time of any loss or damage happening to any property hereby insured, there would be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons acting on behalf of the Insured, covering the same property, the Company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage. In any case the Company shall not be liable to pay more than the amount insured under this Policy. It is agreed that the Company shall not refer to the sequence of insurance for the contribution of claim payments.

#### **10. Rights of the Company to maintain damaged property on happening of Loss or Damage.**

On the happening of any loss or damage to any of the property insured by this Policy, the Company may

- 10.1 Require that the property insured be delivered to the Company
- 10.2 Enter and take possession of the property insured and examine, sort, arrange, remove or otherwise deal with the same
- 10.3 Sell any such property or dispose of the same for account of whom it may concern.

The rights conferred by this condition may be exercised by the Company at any time from the happening of loss or damage until such claim is finally determined or until notice in writing is given by the Insured that he abandons such right to claim under the Policy.

The Company shall not by any act, done in the exercise or purported exercise of its rights hereunder, incur any loss or damage or liability to the Insured or diminish the Company's right to rely upon any of the conditions of this Policy in answer to any claim.

#### **11. Subrogation of Rights**

The Insured shall, 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 of claims for obtaining relief or indemnity from other parties, to which the company shall hereby be or would become entitled or subrogated according to Article 82 of the Law whether such acts and things or become necessary or required before or after his indemnification by the Company.

#### **12. Cancellation of Indemnification**

The Company has the right to cancel indemnification without refund of premium for the following cases.

- 12.1 Loss or damage happening from corruption or carelessness of the Insured or beneficiary
- 12.2 Frauds
  - 12.2.1 If such loss or damage be occasioned by the willful act or with the connivance of the Insured or beneficiary or any person acting on behalf of the Insured or the beneficiary to obtain any benefit under this Policy.
  - 12.2.2 If any fraudulent means or devices or false declarations are used or made by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

#### **13. Voidableness of Policy**

If there be any material misdescription of the Property hereby insured, or of any building or place in which such Property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or for fixing the premium, or any omission to state such fact, this insurance contract shall be voidable and the Company shall have the right to cancel this Policy according to Articles 27 and 28 of the Law.

#### 14. Data Privacy Notice

The Insurer obtains and processes personal information for the purposes of preparing quotations, underwriting policies, collecting premium, paying claims and for any other purpose which is directly related to administering policies in accordance with the insurance contract. The confidentiality of the Insured information is of paramount concern to the Insurer. The Insured has a right to access the personal data that is held about them. The Insured also has the right to request that the Insurer amend or delete any information which the Insured believes is inaccurate or out of date. The Insurer will not retain the Insured's data for longer than is necessary for the purposes for which it was obtained.

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for such things as receiving information on products and offers by us or persons we have an association with, please contact us.

#### 15. Additional Terms and Conditions

This insurance policy and the schedule shall be altogether interpreted in combination as one contract. Any specific wordings or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.

### **SECTION 1 : PROPERTY DAMAGE INSURANCE**

In reliance upon the statements declared in the application for insurance which is forming a part of this policy and in consideration of the premium to be paid by the Insured and subject to the General Conditions, Insuring Agreements, Exclusions and Endorsements of this policy, the Company agrees with the Insured as follows:

#### **Definitions:**

1. **Building** means the property being used for the purpose of residence, garage, kitchen, house for servants (excluded fence and gate)
2. **Home Contents** means Furniture, Fixture, Fitting, and Improvements to home decoration, household utensils, electrical appliances, kitchenware, clothing of the insured or member of the Insured's family.

#### **INSURANCE COVERAGE FOR SECTION 1**

1. **Fire** Insurance covers the damage by Fire or Lightning or Explosion of gas used for illuminating or domestic purposes and including the explosion of all kinds of explosion of gas in Gas factory, or explosion of gas for trade or manufacture purposes.
2. **Water Damage** covers loss or damage to the property insured directly caused by accidental bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the property insured. The insurance is extended to cover loss or damage directly caused by earthquake, hurricane, cyclone and windstorm including loss or damage by rain water entering the building through openings in the roof or walls made by the direct force of the said perils. As soon as the damage occurs this policy will be automatically suspended and the covers will be resumed after the damage has been completely repaired. This insurance excludes damages to any building or property by flood or damages while the building is unoccupied for a period more than 90 days.
3. **Glass Breakage** covers an accidental breakage of fixed glass forming part of the insured building. The insurance does not cover damage to painting, lettering on such glass or during removal or installation.
4. **Burglary** covers as following perils:
  - 4.1 **Loss or Damage to the property insured** arising from theft by any person, not specifically exclude in the exclusions, who has entered into or come out of the insured buildings mentioned in the Schedule by actual force and violence resulting visible marks of damage up on the insured buildings made by tools, explosives, electricity, chemical or other means or arising from robbery, including loss or damage arising from any attempt threat.
  - 4.2 **Damage to the building containing the property insured** upon the act which is covered under the art. 4.1. or any part of the building consequent for the damage to door, window, lock, glass or other part of building, the Company will pay compensation according to the actual value of loss but not exceeding 10 millions kip per accident.
5. **Electrical Damage** covers the loss or damage arising from or occasioned by overrunning excessive pressure, short circuiting arcing, self-heating, leakage of electricity or short circuiting resulting from lightning, but excludes damage to equipment which is using more than 08 years and loss by wear and tear.

#### **GENERAL EXCLUSION OF INSURANCE COVERAGE FOR SECTION 1**

This insurance does not cover any loss or damage directly or indirectly occasioned by or through or in consequence of the following occurrences: -

1. **Damage** occasioned by war, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strike, civil commotion, act of terrorism, revolution, or military, or usurped power, martial law, or any of the events or causes which determine the proclamation of maintaining martial law.
2. **Loss or destruction of or damage directly or indirectly caused by or contributed to by or arising from:-**
  - 2.1 Flood or seepage of water through walls, foundations or basements.
  - 2.2 Own fermentation, natural heating, spontaneous combustion of insured property or by its undergoing any heating or during process.

- 2.3 Subsidence or landslip
- 2.4 The burning of property by the order of any public authority.
- 2.5 The burning of forests, bush or jungle and clearing of lands by fire.
- 2.6 Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any self-sustaining process of nuclear fission.
- 2.7 Nuclear weapon.
- 2.8 The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.
- 2.9 Theft during or after the occurrence of a fire.

**3. Property not covered under this insurance policy  
Unless otherwise expressly agreed and stated in the policy, this insurance does not cover the following property:-**

- 3.1 Bullion or precious stones, jewelry or precious metals.
- 3.2 Any antique or work of art for an amount exceeding 30% of contents sum insured or value more than 10 millions kip.
- 3.3 Goods or property held in trust or on commission or under custody of the Insured.
- 3.4 Manuscripts, plans, drawings, designs, patterns, models or moulds.
- 3.5 Securities, obligations, important documents of any kind, stamps, coins, paper money, cash, cheques, books of account or other business books.
- 3.6 Explosives.
- 3.7 All vehicles either on land, waterborne or airborne.
- 3.8 Animals, livestock, growing crops, trees, decoration of gardens and lawns.
- 3.9 Fences, gates, signs, moveable property or property in transit
- 3.10 All portable electronic devices including but not limited to notebook computers, mobile phones, tablets, cameras, video cameras, etc.
- 3.11 Outdoor fixtures and fittings, property or goods stored in open area or in open-sided building, except for properties attached to the insured building and their values included in the sum insured and coverage is limited to loss or damage by Fire only.
- 3.12 Property damaged, collapsed or dented by pressure or vibration of explosion.
- 3.13 Swimming pool
- 3.14 Consequential loss of any kind.

## **SECTION 2: INSURANCE COVERAGE AGAINST FAMILY LIABILITY AND LIABILITY TOWARD NEIGHBOURS.**

The Company shall pay compensation on behalf of the insured within the limit of liability stated in the Schedule for amounts which the Insured shall become legally liable to pay for compensation in respect of:

1. Family liability due from accidental loss of life or accidental bodily injury or property damage to third party.
2. Liability toward neighbours for fire loss or damage caused by or arising from the insured premises.

The Company is entitled to proceed in the name of the Insured. If the incurred loss or damage has accidentally taken place during the period of insurance and the Insured is claimed to be liable for loss of life, bodily injury by accident and for damage to property. The Company has right to proceed court procedure, negotiation and reimburse the proper compensation as to their proper level of rightness.

### **Definitions:**

**1. Insured person** means the stated insured person which are included:-

- 1.1 Family's member means spouse, child (not more than 18 years old) and parent of the insured who stay in the same family of the Insured.
- 1.2 Servant means employee of the insured with responsible of maintaining and applying the Insured premise for the purpose of home work.

**2. Neighbours** mean the building and property surrounding the insured buildings which not belong to the Insured.

### **GENERAL EXCLUSION OF INSURANCE COVERAGE for SECTION 2 :**

The Company will not be liable in case of loss by follows event:

1. Damages occasioned directly or indirectly by or through or in consequence of commercial operation or the Insured's business or an occupation of the Insured,
2. The property which is belonging to or under rental or under custody of the Insured, the Insured's family, or any person who is with the Insured,
3. Any consequences acted intentionally by the Insured,
4. Loss of life, injury, sickness, or disease infected of the Insured's employee or the claim for damage arising during working period under Workmen Compensation,
5. Loss of life, injury, sickness of the Insured or the Insured's family.
6. Confession due to the Judge or Court of Justice (not Lao Court of Justice)
7. Confession due to the ownership, governing, maintaining, controlling, applying of every motor vehicles by the Insured, include machines or any carriers being pulled or pushed by motor vehicles.
8. Faulty or defective occasioned directly or indirectly from flood, dregs chemical, smoke, gas, solid or liquid toxic, and pollution.
9. Confession due to contract signed by the Insured; There will be no confession unless the insured constructs or signs the contract.
10. Being fined under Civil Law or Punishment or Contract.
11. Damages occasioned directly or indirectly by or through or in consequence of any of the following occurrences:-
  - 11.1 War, invasion, act of foreign enemies hostilities or warlike operations (whether war be declared or not), civil war.
  - 11.2 Mutiny, riot, strike, military or popular rising, insurrection, rebellion, act of terrorism, revolution, military or usurped power, martial law or any of the events or causes which determine the proclamation or maintenance of martial law
  - 11.3 Loss or damage arising from detention, confiscation or requisition by customs House or other officials or Authorities
  - 11.4 Nuclear weapon, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any self-sustaining process of nuclear fission

## **SPECIAL EXCLUSIONS APPLICABLE TO SECTION 1 and SECTION 2**

### **ELECTRONIC DATA ENDORSEMENT (NMA 2915 – 25/01/2001)**

#### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

Fire  
Explosion

#### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)**

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, Lao PDR, United States of America and/or any other applicable national economic or trade sanction law or regulations.

## CUSTOMER CONSENT

### **DIGITAL COMMUNICATION AND COOPERATION CONSENT**

By agreeing to purchase this insurance, you agree to receive via SMS and/or via e-mail by the mobile number and/or e-mail address provided herein above respectively on contract renewal notice, premium and/or claim payment status and any information of your interest on this insurance. Meanwhile you agree us to accessing, collecting, using, disclosing, sending to Allianz group or counterparty inside country or abroad. Please visit <https://www.azlaos.com> to view Allianz Insurance Laos Co., Ltd Data Privacy Notice.

### **MARKETING CONSENT**

By purchasing this insurance, you give consent to Allianz Insurance Laos Co., Ltd to use your personal information for the marketing purpose of the Company e.g. communication on product/service, promotional activities, carrying out lucky draws, marketing surveys by Allianz and/or third-party service providers, and any other information which may be of interest to you. In the event you would like to withdraw your marketing consent, please send SMS content "123" to **+856 20 56689805** or opt-out via My Insurance Web and My Insurance App.

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