

## **EXPLANATORY NOTES**

### **How to read this document**

Please note that your Private Car Policy only starts from Page 5 onwards. To help you read and understand your policy better we provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.

### **Words in bold**

You will notice that some words in the policy are printed in bold letters. This is because they have been given specific meaning in your Private Car Policy. Please refer to Section F for the meaning of these words.

### **What makes up your insurance contract?**

Your insurance contract with us is made up of the following:

- insurance policy (excluding the italic texts);
- the information you provided us when you applied for this insurance;
- the Schedule;
- the Endorsements attached to the policy; and
- the Certificate of Insurance (CI).

All these must be read together as they form your insurance contract.

## **Duty of Disclosure**

### **A. Consumer Insurance Contract**

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 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 Schedule 9 of the Financial Services Act 2013. 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.

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.

### **B. Non-Consumer Insurance Contract**

Where you have applied for this insurance for purposes related to your trade, business or profession, you had 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 term(s) or termination of your contract of insurance.

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.

If you misrepresented any facts to us before the policy is entered into, examples of the actions that may be taken by us against you include the following:

- declare your policy void from inception (which means treating it as invalid), and we may not return any premium;
- cancel this policy and return any premium less our cancellation charge or recover any unpaid premium;
- remove one or more named drivers from your policy and adjust your premium accordingly;
- recover any shortfall in premium;
- not pay any claim that has been or will be made under the policy; or
- be entitled to recover from you the total amount of any claim already paid under the policy or any claim we have to pay because of any relevant road traffic legislation, plus any recovery cost.

## What is covered?

Your insurance does not cover you against everything that can happen to your car. Check out the Schedule that we issued to you to know the type of cover you bought. The main types of cover are:

<b>Basic Cover</b>	<b>Comprehensive</b>
<b>Section A: Loss or Damage to Your Own Car</b>	
1. a. Events We Cover	
(i) accidental collision or overturning	✓
(ii) collision or overturning caused by mechanical breakdown	✓
(iii) collision or overturning caused by wear and tear	✓
(iv) impact damage caused by falling objects subject to certain exclusions	✓
(v) fire, explosion or lightning	✓
(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	✓
(vii) burglary, housebreaking or theft	✓
(viii) malicious act	✓
(ix) while in transit (limited cover)	✓
1. b. Events We Do Not Cover	
2. Basis of Settlement (how we will settle your claim)	
3. Towing Costs (to a repairer or safe place)	
<b>Section B: Liability to Third Parties</b>	
1. a. What is Covered (by this section)	
1. b. What is Not Covered (by this section)	
2. Limits of Our Liability (the maximum that we pay)	
3. Cover for Legal Personal Representatives (if you are dead)	
4. Maximum Legal Costs (if approved)	
5. Rights of Recovery	
<b>Section C: No Claim Discount</b>	
<b>Section D: General Exceptions</b> (what is not covered by the policy)	
<b>Section E: Conditions</b> (terms that you must comply with)	
<b>Section F: Definitions</b> (explains the words in bold)	
<b>Section G: Endorsements</b> (additional terms that we may impose on you or additional covers if you have paid additional premium)	
	Optional

Key:

✓= applicable

X = not applicable

## What this policy does not cover?

These are referred to as 'Exceptions' in your policy and there are three sections where you can find them:

- Section A1b - see 'Events We Do Not Cover'
- Section B1b - see 'What is Not Covered'
- Section D - see 'General Exceptions'

There are generally three reasons why we put these exceptions in your basic Private Car Policy:

1. Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Policy but which can be covered if you pay additional premium are:
  - flood, storm {see Section A1b - 'Events We Do Not Cover'};
  - strike, riot, civil commotion {see Section D - 'General Exception 8b'}; and
  - use outside Malaysia, Singapore or Brunei {see Section D - 'General Exception 6'}.
2. There are other risks which are not covered by the basic Private Car Policy or by any of its extensions. We would have to issue a different policy if you want these types of cover. For example, the following are not covered by your Private Car Policy but can be covered under a different type of policy:
  - carriage of goods must be covered under a Commercial Vehicle Policy; and
  - hire or reward must be covered by taxi or hired car policy.
3. We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D - 'General Exceptions' such as:
  - war, nuclear fission or fusion;
  - risks that are against public policy or against the law; and
  - drunk driving.

## How can your car be used?

Since this is a Private Car Policy, your policy only covers you if your car is used for "social, domestic and pleasure purposes and for the policyholder's business". This is clearly stated in the Certificate of Insurance under the heading "Limitation as to Use".

The following are some examples of how your car can be used:

- to visit relatives and friends, for shopping etc.; and
- for some limited business use such as getting to and from work, and meeting customers.

However, we will not cover you, for example, if you use your car in the following manner:

- as a private taxi by charging fares to carry passengers;
- as a hire car by charging rental to use your car;
- to carry any goods in connection with any trade or business other than samples. You must buy a Commercial Vehicle Policy to cover for this use;
- for motor trade (use for showroom display and for test-drive);
- to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and
- use on any racetrack.

## Who can drive your car?

- Practically anyone can drive your car as long as the driver:
  - has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {see exclusion on Unlicensed Drivers in Section D - 'General Exception 1'};
  - has your permission to drive (see definition of 'Authorised Driver' in Section F); and
  - complies with all the terms and conditions of this policy.
- Although anyone complying with the above conditions can drive your car, you may have to pay an additional excess depending on the age of the driver, the type of licence the driver possesses or if the driver is not a named driver (see explanation on excess under Section 'What is an Excess?'). If you or your **authorised driver** is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your **authorised driver**.

## In which territory is your car covered?

This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Policy, you will need to purchase Endorsement 100, which provides a limited cover for your liability for death or bodily injury of passengers.

## When is your cover effective?

This insurance is effective from the time of purchase of cover or at the agreed time of commencement, until the expiry date. The period of insurance will be printed in the Policy Schedule and related documents. If there is any change to these dates, it will be officially shown in an Endorsement issued by us.

## How much should you insure your car?

To be safe, you should insure your car at its current market value (see definition of 'Market Value' in Section F). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your car is under-insured (see Section A2e - 'Under-Insurance').

For example, if the market value of your car is RM100,000 but you only insured it for RM80,000 then you could be penalised for under-insurance. Assuming the loss is assessed at RM5,000, instead of we paying the full amount, you could be made to bear a portion of the loss in proportion to the under-insurance as follows:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Loss} = \frac{\text{RM80,000}}{\text{RM100,000}} \times \text{RM5,000} = \underline{\text{RM4,000}}$$

Therefore we will pay RM4,000 while the balance of RM1,000 will be borne by you.

You would be penalised as shown above if the market value of your car exceeds the sum insured by 10%. On the other hand, it would be a waste of money to over-insure as your insurer would not pay more than the market value. One way to protect yourself from being under-insured or over-insured is to opt for the sum insured determined by a market valuation system approved by Persatuan Insurans Am Malaysia (PIAM).

## What is No Claim Discount ("NCD")?

This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy. The applicable NCD can be checked with us or the Central NCD Database ("CND") at <https://www.mycarinfo.com.my/ncdcheck/online> before the purchase of your Private Car Policy.

## What is an Excess?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your policy. Note that there is also the Compulsory Excess (see Section A2g) where you have to bear an additional excess of RM400 if you or the person driving your car:

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver's licence; or
- is not named in the Schedule as a named driver.

As an example, if we assess the claim payable to be RM10,000 but your policy carries an excess of RM500, you will have to bear the first RM500 yourself and we will pay the balance of RM9,500. However, if the driver is below 21 years old, you have to bear an additional excess of RM400. Using the same example, you now have to bear RM900 (i.e. 500 + 400) and we will pay RM9,100.

## Do's and Don'ts - after you have had an accident or theft

- **Do:**
  - Call Accident Assist Call Centre (AACC) 24 hours nationwide insurance road accident Helpline number 1-300-22-1188 or 15-500 for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;
  - inform us as soon as possible about any incident which may give rise to a claim;
  - report all accidents to the police within 24 hours as required by law;
  - submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;
  - remove your car to a PIAM Approved Repairer or our approved panel repairer for repairs or windscreen repairs or replacement;
  - fully fill up the relevant sections of your claim form - do not put "refer to police report"; and
  - if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing. Your NCD entitlement will not be affected and you can claim the excess that you had paid from the insurer of the third party.
- **Don't:**
  - negotiate, admit or repudiate any claim without our consent (see Condition 2 in Section E); and
  - authorise repair without our consent (see Condition 2f in Section E).

Condition 2 of your policy (see Section E) spells out the do's and the don'ts after an accident or theft in more detail.

## PRIVATE CAR POLICY

### WARNING NOTICE

1. All accidents must be reported to the police within 24 hours.
2. It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance. If this extension is required, please contact your agent or our nearest branch for further information.

### Our agreement with You

- A. Where Your Car is used for any purpose that is not related to Your trade, business or profession, the following applies:

#### Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the Policy 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 this 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.

- B. Where Your Car is used for purposes related to Your trade, business or profession, the following applies:

#### Non-Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the Policy 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 this 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 made 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.

#### Section A: Loss or Damage to Your Own Car

This section spells out what We cover under Section A and is only applicable if You have Comprehensive cover.

#### 1a: Events We Cover

We will indemnify You if Your Car is lost or damaged during the Period of Insurance arising from the following Incidents:

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown;
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) fire, explosion or lightning;
- (vi) breakage of windscreen, windows or sunroof including lamination / tinting film, if any;

However, Your no claim discount would be forfeited when You make windscreen, windows or sunroof claim if You have not already purchased Endorsement 89.

- (vii) burglary, housebreaking or theft;
- (viii) malicious act; or

- (ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:
- Road;
  - rail;
  - inland waterway i.e. across a river or canal etc.; or
  - across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

*For an additional premium, Your Policy can be extended to cover for ferry transit between Sabah and Labuan (Endorsement 109).*

#### **1b: Events We Do Not Cover**

*The events We do not cover are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.*

**We will not pay for the following losses:**

- (i) **Consequential Losses**  
Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.
- (ii) **Loss of Use**  
Any expense or financial loss that **You** may incur because **You** cannot use **Your Car** e.g. cost of hiring replacement car, travelling expenses etc.

*For an additional premium, Your Policy can be extended to cover an agreed payment per day for an agreed duration (Endorsement 112).*

- (iii) **Depreciation**  
The loss of value of **Your Car** due to the damage sustained or the time taken to repair the **Car**, and / or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.
- (iv) **Breakdown or Malfunction of Parts**  
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.
- (v) **Damage to Tyre(s)**  
Any damage to the tyre(s) of **Your Car** unless other parts of **Your Car** are also damaged at the same time.
- (vi) **Convulsions of Nature**  
Any loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.
- (vii) **Excess**  
The amount of **Excess** stated in the **Schedule**. This is the first amount that **You** have to bear in respect of each and every claim under the **Policy**.
- (viii) **Loss of Electronic Data**  
Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.
- (ix) **Cheating or Criminal Breach of Trust**  
Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.

#### **2: Basis of Settlement**

*This section explains how We will settle Your claim once We accept that it is payable under Section A. If Your Car is damaged as a result of any Incident, We have the option of doing the following:*

- a. **If Your Car is Repairable**  
If in **Our** opinion **Your Car** is economical to repair, **We** have the option to:
- arrange for **Your Car** to be repaired at **Our** approved **Repairer** and pay the cost of repairing **Your Car** to the condition which is as near as possible to the condition it was in before the loss happened;
  - pay **You** in cash the amount **We** estimate it would cost to repair **Your Car**; or

- reinstatement or replace Your Car with one of the same make, model, age and general condition.

**b. If Your Car is not Repairable**

If in Our opinion, the damage to Your Car is so great that it would not be safe or economical to repair, We will declare Your Car “Beyond Economic Repair” (“BER”) and We will pay You up to the maximum amount as stated in (d) below or offer You a settlement sum equivalent to the Market Value. We may also opt to replace Your Car with one of the same make, model, age and general condition. If We take any of these actions, this Policy shall be automatically terminated once We make payment.

*In cases where the valuation of the franchise-holder vary from Market Value by more than 10%, We would also have the option to offer a settlement value which is equal to the cost of purchasing a replacement car of the same make, model and age of the Car at the time of loss. It is Our option to offer You a replacement of the Car, should You not agree with the offer.*

**c. Replacement Parts**

If the spare parts or Accessories required to repair Your Car are not available in Malaysia, or if We choose to pay for the loss or damage in cash, We will settle Your claim on the following basis:

- the last known parts price list issued in Malaysia by the manufacturer or their agent. If the price list in Malaysia does not exist, We will use the price at the manufacturer’s production plant and include reasonable cost of transportation to Malaysia (but not the cost of air freight); and
- the reasonable labour cost of fitting such spare parts or Accessories in Malaysia.

**d. The Maximum Amount We will Pay You**

If Your Car is BER or stolen and not recovered, the amount payable under the Policy will be the Market Value at the time of the loss or the Sum Insured as shown in the Schedule, whichever sum is the lesser. Upon Our payment of the said amount, this Policy shall be automatically terminated. The Market Value is to be determined according to clauses 14 and 15 of Section F.

**e. Under-Insurance**

If the Sum Insured of Your Car is less than the Market Value at the time of the loss, We will only bear part of the loss in proportion to the difference between the Market Value and the Sum Insured as shown in the formula below:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Assessed Loss}$$

The balance has to be borne by You. However, this will only apply if the under-insured amount is more than 10% of the Market Value.

**f. Betterment**

If new original parts are used to repair Your Car and as a result of which Your Car is in a better condition than it was before the damage, You would be required to contribute to its betterment, a proportion of the costs of such new original parts. Your contribution would be according to the following scale:

Age of Your Car (Years)	Rate of Betterment
less than 5	0
5	15%
6	20%
7	25%
8	30%
9	35%
10 and above	40%

To determine the rate of betterment to be applied, the age of Your Car will be calculated based on when it was originally registered in Malaysia:

a. as a locally assembled car	Date of Original Registration
b. as a new imported Completely Built Unit (CBU) car	Year of Manufacture
c. as an imported second-hand / used / reconditioned car	Year of Manufacture

**g. Compulsory Excess (see explanation on excess under Section “What is an Excess?”)**

In addition to the Excess shown in the Schedule, We have the right to deduct another RM400 as Compulsory Excess if at the time of the Incident, You or the person driving Your Car with Your consent:

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver’s licence; or
- is not named in the Schedule as Named Driver.

We will not deduct this additional RM400 Excess if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

### 3: Towing Costs

If **Your Car** cannot be driven as a result of any damage to it that is covered by this **Policy**, **We** will pay up to a maximum of RM200 for the necessary and reasonable costs to remove **Your Car** to the nearest approved **Repairer** or to a safe place of storage while awaiting repair or disposal.

## Section B: Liability to Third Parties

This section explains what is covered and not covered under Section B.

### 1a: What is Covered?

**We** will indemnify **You** and / or **Your Authorised Driver** for the amount which **You** and / or **Your Authorised Driver** are legally liable to pay any third party (including third party's costs and expenses) for:

- (i) death or bodily injury to any person except those specifically excluded under this **Policy**; and / or
- (ii) damage to property except those specifically excluded under this **Policy**

as a result of an **Incident** arising out of the use of **Your Car** on a **Road**. This cover is extended to **Your Authorised Driver** provided **Your Authorised Driver** also complies with all the terms and conditions of this **Policy**.

### 1b: What is Not Covered?

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this **Policy** and any other applicable **Endorsements**. **We** will not pay for:

- (i) death or bodily injury to any passenger being carried for hire or reward;
- (ii) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;

*Under the Road Transport Act 1987, this Policy shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a contract of employment, liability in respect of death of or bodily injury to persons being carried in or upon or entering or getting onto or alighting from the motor vehicle at the time of the occurrence of the event out of which the claims arise.*

*In the course of employment - Any person who is injured / dies (whether as passenger or otherwise) while on the job and is in or on the said Car as part of his / her employment e.g. car wash worker, mechanic etc.*

- (iii) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and / or any member of **Your** or **Your Authorised Driver's Household**;
- (iv) liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;

*In pursuance of the contract of employment - The passenger is required to be carried to a destination in order to carry out the job as spelt out in his / her contract of employment.*



**Liability to passengers other than:**

- a) passengers carried for hire or reward;
  - b) employees in the course of employment; or
  - c) **You or Your Authorised Driver's Household member unless he / she is required to be carried in Your Car by reason of or in pursuance to a contract of employment;**
- may be insured separately for additional premium under **Endorsement 100**. If You have insured such liability, You will need to refer to the full text of **Endorsement 100: Legal Liability to Passengers** as to what this **Endorsement** covers or excludes and the applicable conditions.

- (v) liability caused by a passenger travelling in or alighting from **Your Car**;

**Liability for accidents caused by Your passengers may be insured separately for additional premium under Endorsement 72. You will need to refer to the full text of Endorsement 72: Legal Liability of Passengers for Negligent Acts as to what this Endorsement covers or excludes and the applicable conditions.**

- (vi) any claims brought against You by any driver of **Your Car**, whether authorised or not;
- (vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- (viii) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

## 2: Limits of Our Liability

We will pay the following for any one claim, or series of claims arising from one **Incident**, in any one **Period of Insurance**:

- (i) unlimited amount for death or bodily injury to third party; and / or
- (ii) up to a maximum of RM3 million for third party property damage.

*For an additional premium, the limits of liability for third party property damage can be extended up to RM20 million (Endorsement 105).*

## 3: Cover for Legal Personal Representatives

Following the death of any person covered under this **Policy**, **We** will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the **Policy**.

## 4: Legal Costs

If **You** or **Your Authorised Driver** is charged for reckless and dangerous driving or careless or inconsiderate driving under the Road Transport Act 1987 or any other offence related to the said **Incident**, **We** will pay legal costs incurred up to a maximum of RM2,000 to defend **You** or **Your Authorised Driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and that cost has been incurred with **Our** prior agreement in writing.

**We** will only pay for legal cost and **We** will not pay for any penalty imposed on **You** or **Your Authorised Driver**.

## 5: Rights of Recovery

**We** have a right to refuse to indemnify **You** or **Your Authorised Driver** if either of **You** commit a breach of any **Policy** conditions or where the claim falls outside the scope of cover provided by **Us** under this **Policy**. However, if **We** are legally required to pay any judgment sum in respect of a claim under Section B of this **Policy** because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which **We** would otherwise not have to pay, **We** have the right to ask **You** or **Your Authorised Driver** to repay to **Us** the amount of that payment and any costs **We** have incurred in connection with the claim.

## Section C: No Claim Discount

This section spells out the reward system known as the “No Claim Discount”.

### 1. No Claim Discount (NCD)

If You have insured Your Car for a continuous period of 12 months and You or anyone else did not make any claim under this Policy during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if You continue to have claim free years as follows:

Claim Free Year of Insurance	NCD Entitlement
After 1 continuous claim free year	25%
After 2 continuous claim free years	30%
After 3 continuous claim free years	38 1/3%
After 4 continuous claim free years	45%
After 5 continuous claim free years and beyond	55%

### 2. One Claim and Your NCD is Down to Zero

If You or anybody else meet with an Incident which will give rise to a claim on this Policy, the NCD entitlement that You have accumulated would drop to zero at the next renewal and Your NCD will start all over again. If a claim is received after the NCD has been applied, We shall be entitled to recover the NCD given from You.

### 3. Exception to this Rule

Your NCD will not be affected even if a claim is made if:

- We are of the opinion that You are not at fault for causing the loss;
- the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
- the offending vehicle is insured by a Malaysian licensed insurer; and
- there is no death or personal injury claim involved.

### 4. Your NCD is not Transferable

The NCD is personal to You which means that if You were to sell Your Car and We agree to transfer this Policy to the new owner, Your NCD cannot be transferred for the benefit of the new owner.

### 5. Non-utilisation of NCD

For every year that the NCD is not utilised by You, the NCD accumulated and applicable for this Policy will be reversed in accordance with the scale set out in the table in clause C1 above.

## Section D: General Exceptions - these apply to the whole Policy

This section lists down circumstances under which this Policy does not provide cover at the time of happening of the Incident. This is in addition to those already listed in Sections A1b and B1b.

### 1. Unlicensed Drivers

There is no cover under this Policy if You or Your Authorised Driver do not have a valid driving licence to drive Your Car. This will not apply if You or Your Authorised Driver have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.

### 2. Alcohol, Drugs and Other Intoxicating Substances

There is no cover under this Policy if You or Your Authorised Driver is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that You or Your Authorised Driver are incapable of having proper control of Your Car.

*You or Your Authorised Driver shall be deemed as incapable of having proper control of Your Car if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of You or Your Authorised Driver is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.*

### 3. Fraud and Exaggerated Claims

If any claim is in any part fraudulent or exaggerated, or if You or anyone acting on Your behalf, uses fraudulent means to get any benefit under this Policy, the entire claim will not be paid or payable. If We are required to make payment of any such claim to a third party, We shall be entitled to recover the sum paid and any costs incurred from You.

### 4. Unlawful Purpose

There is no cover under this Policy if You or Your Authorised Driver use Your Car for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where Your Car was being used.

**5. Use for Racing etc.**

There is no cover under this **Policy** if **You** use or **You** allow **Your Authorised Driver** to use **Your Car**:

- a. to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
- b. on any racetrack.

*For an additional premium, Your Policy can be extended to cover the use of Your Car for reliability trial or competition if You purchase the prescribed extension cover {Endorsement 24(c) or 24(d)}.*

**6. Use Outside Malaysia**

Unless **We** provide otherwise, this insurance does not cover **You** in respect of claims arising whilst **Your Car** was being used or driven outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, **Our** liability under this **Policy** is governed by the Road Transport Act 1987 and the terms and conditions of this **Policy**, and **Our** liability outside Malaysia is governed by the terms and conditions of this **Policy** only.

*For an additional premium, Your Policy can be extended to cover the use of Your Car in Thailand or Kalimantan only if You purchase the prescribed extension cover (Endorsements 101 and 102).*

**7. Failure to take Precaution**

**We** will not pay for any additional damages if after an **Incident** or breakdown **You**:

- a. left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage; or
- b. continue to drive **Your Car** in an unroadworthy condition before any repair is done.

**We** will also not pay for claims that arise if, when using **Your Car**, **You** do not take reasonable precaution to keep **Your Car** secured. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition key left in or on **Your Car**.

**8. War Risk**

There is no cover under this **Policy** for any death, disability, loss, damage, destruction, any legal liabilities, cost or expenses including consequential loss 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:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
- b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.
- c. any action taken in controlling, preventing, suppressing or in any way relating to a or b above.  
If by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

*For an additional premium, Your Policy can be extended to cover strikes, riots and civil commotion (Endorsement 25).*

**9. Nuclear Risk**

There is no cover under this **Policy** for any accident, **Injury**, loss or damage to any property or any loss or liability directly or indirectly caused by, resulting from or in connection (including consequential losses and costs of defending any actions) with operations using the nuclear fission or fusion process, or handling of radioactive material regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This includes, but is not limited to:

- a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- c. the use, handling or transportation of any weapon or explosive device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter;
- d. the use, handling or transportation of radioactive material;
- e. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- f. radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

**10. Convulsions of Nature**

There is no cover (unless specifically purchased) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

*For an additional premium, Your Policy can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (Endorsement 57).*

**11. Contractual Liability**

We will not pay for any liability that arises by virtue of an agreement but for which We would not have been liable in the absence of such agreement.

**12. Unauthorised Driver**

We will not pay for any Incident, loss, damage or liability caused, sustained or incurred whilst Your Car, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or person driving on Your order or with Your permission.

**Section E: Conditions - These apply to the whole Policy**

*This section spells out the terms and conditions that You must observe to ensure this insurance remains effective. Basically these conditions are of three types:*

- What You must do
- What You must not do
- What We can do

**Conditions Precedent to Policy Liability**

The following conditions are conditions precedent to Our liability to indemnify You under this Policy and have to be observed by You strictly. We can repudiate this Policy and / or will not pay claims under the Policy if You breach any of the relevant conditions. These conditions also apply to Your Authorised Driver and any legal representative who seek indemnity under this Policy.

**1. Duty of Disclosure**

The duty of disclosure is different for a Consumer Insurance Contract and for a Non-Consumer Insurance Contract. They are separately outlined below:

**A. Consumer Insurance Contract**

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 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 Schedule 9 of the Financial Services Act 2013. 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.

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.

**B. Non-Consumer Insurance Contract**

Where You have applied for this insurance for purposes related to Your trade, business or profession, You had 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 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.

**2. Accidents and Claims Procedures**

If Your Car is involved in any Incident that could lead to a claim under this Policy, You must do the following:

- Notify Our claims department of the Incident and get a Claim Form. You must notify Us of the Incident as soon as possible but in any event:
  - Within seven (7) days if You are not physically disabled or hospitalised following the Incident; or
  - Within thirty (30) days or as soon as practicable if You are physically disabled and hospitalised as a result of the Incident.

We may allow a longer notification period if You can provide specific proof and justification for the delay.

- Report the Incident to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.
- Complete the Claim Form in full and return it to Us within twenty-one (21) days from the date of Your notification as per (a) above. You are required to answer all the questions in detail in all applicable sections

and provide Us with all the necessary documents to support Your claim. We will not be held responsible if there is any delay on Your part to submit the Claim Form duly completed together with all the necessary documents.

A longer claims submission period may be allowed by Us subject to specific proof and justification by You for the delay.

- d. If there are any claims made against You by a third party, You must immediately notify Us of the same and You must send to Us any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as You receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.
- e. Send Your Car to any of Our approved Repairer so that We can inspect Your Car before We give approval to proceed with repairs or take reasonable action to safeguard Your Car from further loss or damage. We can refuse to pay any claim under Section A of this Policy if You breach this condition.
- f. You must obtain Our consent in writing before You repair Your Car or incur any expenses in connection with a claim under this Policy.

You must not do any of the following:

- Admit any responsibility for any Incident; or
- Negotiate or settle any claims made against You by a third party, unless We write and inform You that You can.

We will decide whether to negotiate, defend or settle, in Your name, Your Authorised Driver's name and / or on Your behalf, any claims made against You or Your Authorised Driver by a third party. If in Our assessment the third party claim made against You or Your Authorised Driver for property damage will exceed the limit of liability of RM3 million, We will pay the full amount of Our liability to You or the third party and hand over the further conduct of any defence, settlement or proceeding to You completely. After doing so We will not be liable under this Policy to make any more payments to You or any claimant or any other person arising from the same Incident.

*The conditions above also apply to anyone else who wishes to claim under the terms and conditions of this Policy. "Anyone else" may refer to personal representative or administrator / estate of the policyholder.*

### 3. Cancellation

Either You or We may cancel this Policy at any time during the Period of Insurance.

#### a. Cancellation by You:

- You can cancel this Policy at any time by returning the Certificate of Insurance (CI) to Us or, if the CI has been lost or destroyed, You must provide Us with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the CI or SD You will be entitled to a refund of premium if no claim was incurred prior to cancellation. Your refund will be the difference between the total premium and Our customary short-period rates calculated for the time We were on risk until the date We received the CI or SD:

Period of Insurance	Refund of Premium
Not exceeding 1 week	87.5% of the total premium
Not exceeding 1 month	75.0% of the total premium
Not exceeding 2 months	62.5% of the total premium
Not exceeding 3 months	50.0% of the total premium
Not exceeding 4 months	37.5% of the total premium
Not exceeding 6 months	25.0% of the total premium
Not exceeding 8 months	12.5% of the total premium
Exceeding 8 months	No refund of premium allowed

- The Policy will automatically lapse once You sell or dispose off Your Car because Your insurable interest in the Car will cease. If You want to transfer the Policy to the new buyer, You have to get Our prior consent.

#### b. Cancellation by Us:

- We may also cancel this Policy by giving You fourteen (14) days notice in writing by registered post to Your last address known to Us.
- After returning the CI or SD You will be entitled to a refund premium for the unexpired period calculated on a pro-rata basis from the date We receive the CI or SD from You to the expiry date of the Policy.

There will not be any refund of premium for any cancellation of Policy (either by You or by Us) if You have paid the Minimum Premium only or if a claim has been made on this Policy.

4. **If there is More Than One Insurance Covering the Same Car**
- You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Car** during the **Period of Insurance**.
  - If a claim arises under this **Policy** and such a loss is also claimable under the other insurance policy(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.
5. **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.
6. **Dispute Resolution**  
If there are differences or disputes on any matters relating to this **Policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Kuala Lumpur Regional Centre for Arbitration shall appoint an Umpire.
- If the disputed sum is less than RM250,000, **You** may refer the matter to the **Ombudsman for Financial Services** to resolve the dispute.
7. **Other Matters**  
**We** will only be liable to indemnify **You** under this **Policy** if **You**:
- Comply with all the terms and conditions of this **Policy**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek protection under this **Policy**;
  - Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;
  - Take reasonable care to avoid any situation that could result in a claim. This **Policy** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
  - Make **Your Car** available to **Us** for inspection at all reasonable times upon request.
8. **Prevalent Policy Wording**  
For avoidance of doubt, the English version of this **Policy** wording will prevail over the Bahasa Malaysia version at all times.

## Section F: Definitions of words highlighted in the Policy

This section explains what **We** mean by the words printed in bold in this **Policy**.

In this **Policy**, **Schedule** and **Certificate of Insurance**, unless the context otherwise requires, the following words shall have the meanings as defined below.

- Accessories**  
This refers to the standard factory-fitted tools of the **Car** including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the **Schedule**.
- Act of Terrorism**  
This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence and / or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.
- Adjuster**  
This refers to a person or entity registered under the Financial Services Act 2013 who is appointed by **Us** to investigate the cause and circumstances of a loss and to determine the amount of loss.
- Authorised Driver**  
This refers to any person who drives **Your Car** with **Your** consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.
- Car**  
This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and **Accessories** fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.

- 6. Certificate of Insurance**  
This certificate is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Policy** is issued.
- 7. Cheating**  
This follows the meaning as defined under Section 415 of the Penal Code which is as follows:  
Whoever by deceiving any person, whether or not such deception was the sole or main inducement:  
a. fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or  
b. intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property,  
is said to “cheat”.
- 8. Criminal Breach of Trust**  
This follows the meaning as defined under Section 405 of the Penal Code which is as follows:  
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits “criminal breach of trust”.
- 9. Endorsement**  
This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Policy**.
- 10. Excess**  
This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.
- 11. Household**  
This refers to all members of **Your** or **Your Authorised Driver’s** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.
- 12. Incident**  
Any event which could lead to a claim under this **Policy**.
- 13. Limitations as to Use**  
According to **Your Certificate of Insurance (CI)**, **Your Car** can only be used for “Social, domestic and pleasure purposes and for the policyholder’s business”. The CI also states that “The **Policy** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business”.
- 14. Market Value**  
This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** purchased this **Policy**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Insured** then the **Market Value** would be based on that valuation system as described in clause 15 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Car** in the event of dispute would be determined by the Head Office of the **Car** franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster** registered under the Financial Services Act 2013, agreed by both **You** and **Us**.
- 15. Market Valuation System**  
This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Market Value** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **Sum Insured** to avoid the consequences of under-insurance as described in Section A2e. Alternatively, **You** may choose to determine the **Sum Insured Yourself** but **You** would be subject to Section A2e if **You** are under-insured.
- 16. Minimum Premium**  
The minimal premium described in the **Schedule**.
- 17. Named Driver**  
This refers to the persons named in the **Policy** who are authorised by **You** to drive **Your Car**. The compulsory excess of RM400 stated in Section A2g will not apply if **Your Car** is driven by a **Named Driver** provided they hold a valid full driving licence of the relevant type and are not disqualified to drive by law or for any other reason and are above the age of 21 years at the time of the **Incident**.
- 18. Ombudsman for Financial Services (OFS)**  
This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Policy** as an alternative to the courts.

19. **Period of Insurance**  
The period shown in the **Schedule** when the cover provided by this **Policy** is operative. Cover is only valid from the actual time of purchase of the insurance **Policy** or from when **You** and **We** agree that cover should commence.
20. **Policy**  
Policy includes the **Schedule**, the **Certificate of Insurance** and all **Endorsements** specifically listed in the **Schedule**.
21. **Repairer**  
This refers to motor repair workshops approved by **Us** or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that **We** have given **You** a special permission to use, for a claim.
22. **Road**  
Section 2 of the Road Transport Act 1987 defines “Road” as “any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, roundabouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use”.
23. **Schedule**  
This document shows **Your** name and address, the **Period of Insurance**, the sections of this **Policy** which apply, the premium **You** have paid, the **Car** which is insured, the **Sum Insured** and details of any extensions or **Endorsements**.
24. **Sum Insured**  
This is the maximum that **We** will pay **You** for a claim under Section A. This amount is shown in the **Schedule**. The **Sum Insured** must be sufficient to cover the cost to replace **Your Car** in the event of an **Incident** that completely destroys it.
25. **We, Our, Us**  
This refers to the licensed Insurance Company that is issuing **You** this **Policy**.
26. **You, Your, Yourself**  
This refers to the policyholder or person described in the **Schedule** as “the Insured”.

**Section G: Endorsements - applicable only if the Endorsement number is printed in the Schedule**

Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Policy**

**Endorsement 1: Excess All Claims** (see explanation on excess under Section ‘What is an Excess?’ and definition of ‘Excess’ in Section F)

The **Excess** amount shown in the **Schedule** is the amount that **You** have to pay for each and every claim under Section A arising out of one **Incident**. This means that **We** have the right to deduct the **Excess** from the amount that **We** would otherwise have to pay. If **We** are not able to deduct the **Excess**, **We** have the right to demand that **You** pay **Us** the **Excess** first, before **We** make any payment.

**We** will not deduct this **Excess** for loss or damage in respect of third party claims.

**Endorsement 2: Excess Damage Claim** (see explanation on excess under Section ‘What is an Excess?’ and definition of ‘Excess’ in Section F)

The **Excess** amount shown in the **Schedule** is the amount that **You** have to pay for each and every claim under Section A arising out of one **Incident**. This means that **We** have the right to deduct the **Excess** from the amount that **We** would otherwise have to pay. If **We** cannot deduct the **Excess**, **We** have the right to demand that **You** pay **Us** the **Excess** first, before **We** make any payment.

**We** will not deduct this **Excess** if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

**Endorsement 14: Transfer of Interest**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to transfer the interest in this **Policy** on [state date] to [state name of transferee and NRIC No. / Business Registration No.] of [state address] carrying on or engaging in the business or profession of \_\_\_\_\_ whose proposal and declaration dated [state date] shall be the basis of this contract.

Subject otherwise to the terms and conditions of this **Policy**.



#### Endorsement 15: Hire Purchase

We note that **Your Car** is under a Hire Purchase agreement with the Hire Purchase company named in the **Schedule** as the Owners. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Owners as long as they remain as the Owner of **Your Car** at the time of the **Incident**. The receipt from the Owners will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes **You** are the principal party under this **Policy** and not an agent or trustee for the Owners and that **You** have not assigned **Your** rights, benefits and claims under this **Policy** to the Owners. **You** cannot assign **Your** rights, benefits and claims under this **Policy** to anybody without **Our** written consent.

#### Endorsement 15(a): Employer's Loan

We note that **Your Car** was bought under an Employer's Loan agreement. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Employer named in the **Schedule** as long as the loan remains outstanding at the time of the **Incident** giving rise to a claim. The receipt from the Employer will fully discharge **Us** from any further claims or liability in respect of the **Incident**.

Other than the above, **Our / Your** rights and liabilities under this **Policy** are not affected.

#### Endorsement 18: Fleet Rated Risks - Cancellation of 'No Claim Discount'

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this **Policy** is cancelled. Subject otherwise to the terms and conditions of this **Policy**.

#### Endorsement 22: Caravan / Luggage / Boat Trailers

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to cover Caravan or Luggage or Boat Trailer that is specified in the **Schedule** under the heading '**Endorsement 22**' while it is being used together with **Your Car**.

This endorsement does not cover:

- a. legal liability for death or bodily injury to any passenger in the specified Caravan / Luggage / Boat Trailer unless such person is being carried by reason of or in pursuance of a contract of employment;
- b. loss or damage to the contents of or anything being carried in the specified Caravan / Luggage / Boat Trailer; and
- c. loss or damage to the Boat being carried by the specified Trailer.

The maximum amount that **We** will pay for loss or damage to the specified Caravan / Luggage / Boat Trailer under Section A for this endorsement is the amount mentioned in the **Schedule** under the heading '**Endorsement 22**'.

#### Endorsement 24(c): Reliability Trials, Competitions etc.

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under this **Policy** shall cover **Your Car** while it is being used for [state either reliability trials, competition] to be held at [state place / location] on [state date] organized by [state name of organizer] including officially conducted practice for the event.

#### Endorsement 25: Strike, Riot and Civil Commotion

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover loss or damage to **Your Car** caused by:

- a. the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
  - b. the act of any person taking part together with others in disturbance of the public peace (whether in connection with strike or lock out or not); and
  - c. the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.
- d.

This endorsement does not cover:

- a. civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- b. revolution, rebellion or civil disturbance amounting to a popular uprising; and
- c. **Act of Terrorism.**

It also does not cover any loss, damage or liability directly or indirectly, proximately or remotely caused by or contributed to or traceable to or arising out of or in connection with the above stated exceptions.

#### Endorsement 57: Inclusion of Special Perils

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

#### Endorsement 72: Legal Liability of Passengers for Negligent Acts

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section B of this **Policy** will include legal liability incurred by any passenger in **Your Car** on condition that the passenger:

- a. is not driving **Your Car**;
- b. is not entitled to indemnity under any other policy of insurance; and
- c. complies with all the terms and conditions of this **Policy** as though he was **You**.

This endorsement does not cover:

- a. death or bodily injury to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
- b. damage to any property that belongs to or is held in trust or in the custody or control of **You** or the passenger or which is being carried in **Your Car**; and / or
- c. death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

#### Endorsement 87: Agreed Value Clause

The Agreed Value shown in the **Schedule** is the maximum amount that **We** will pay for **Your Car**, less any **Excess** (if applicable) if **Your Car** is stolen or totally destroyed.

**We** and **You** have agreed at the commencement of this **Policy** to use this value as the basis of settlement provided **We** are liable to pay for such loss or destruction under the terms and conditions of this **Policy**. The **Market Value** of **Your Car** at the time of the loss will not be taken into account.

#### Endorsement 89: Cover for Windscreens, Windows and Sunroof

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination / tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that **We** will pay under this endorsement is the amount mentioned in the **Schedule** under the heading '**Endorsement 89**'.

If **Your** claim is for the damaged glass only and no other damage, **We** will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement.

If the damaged glass is replaced, the cover provided by this endorsement comes to an end as soon as the glass is replaced. If **You** wish to enjoy continued coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

Alternatively if the damaged glass is repaired this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit **You** must pay the additional premium to **Us** for the increased cover.

**We** have the final say on whether to repair or to replace the damaged glass.

#### Endorsement 95: Leasing Agreement

**We** note that **Your Car** is under a Leasing Agreement with the Leasing company named in the **Schedule** as the Lessors. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Lessors as long as the Leasing Agreement remains valid at the time of the **Incident**. The receipt from the Lessors will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes, **You** are the principal party under this **Policy** and not as an agent or trustee for the Lessors and **You** have not assigned **Your** rights, benefits and claims under this **Policy** to the Lessors. **You** cannot assign **Your** rights, benefits and claims under this **Policy** without **Our** written consent.

#### Endorsement 97: Separate Cover for Accessories fixed to Your Car

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover the non-standard **Accessories** specified in the **Schedule**. The maximum amount that **We** will pay under this endorsement is the amount mentioned in the said **Schedule** under the heading '**Endorsement 97**'.

If **Your** claim is for the **Accessories** only and no other damages, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is terminated on the date **Your** claim is settled under this endorsement. To restore this cover **You** must pay the additional premium to **Us** for the renewed cover.

#### Endorsement 97(a): Gas Conversion Kit and Tank

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover loss or damage to the Gas Conversion Kit and Tank of **Your Car** as a separate item provided it is installed by a qualified installer. The maximum amount that **We** will pay under this endorsement is the amount mentioned in the **Schedule** under the heading '**Endorsement 97(a)**'.

If **Your** claim is for the Gas Conversion Kit and Tank only and no other damage, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is terminated on the date **Your** claim is settled under this endorsement. To restore this cover **You** must pay the additional premium to **Us** for the renewed cover.

#### Endorsement 100: Legal Liability to Passengers

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** shall pay towards **You** or **Your Authorised Driver's** liability to any person being carried in or upon or entering or getting into or onto or alighting from **Your Car** except for:

- a. death or bodily injury to any passenger being carried for hire or reward;
- b. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;
- c. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and / or any member of **Your** or **Your Authorised Driver's Household**;
- d. liability to any person who is a member of **Your** and / or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;
- e. liability caused by a passenger travelling in or alighting from **Your Car**;
- f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;
- g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

##### Condition of Cover

If at the time of **Incident** giving rise to a claim under this endorsement, **Your Car** is carrying passengers in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of passengers specified for the vehicle as registered at the Road Transport Department.

If the number of passengers carried at the time of the happening of an **Incident** is more than the maximum number permitted in the vehicle by law, **We** will not pay their claim in full. Any payment **We** make to any claimant under this endorsement will be rateably reduced in the proportion of the legally permitted maximum number of lawful passengers over the actual number of passengers carried, at the time of the **Incident**. The difference between the sum paid by **Us** and the claim to be paid to each passenger claimant shall be borne by **You** or **Your Authorised Driver**. The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of passengers permitted by law}}{\text{Actual number of passengers carried at time of Incident}} \times \text{Total Claim Awarded}$$

#### Endorsement 101: Extension of Cover to the Kingdom of Thailand

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A and Section B1a(ii) of this **Policy** shall cover **Your Car** while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that **We** provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

This endorsement does not cover legal liability under Section B1a(i) while **Your Car** is being used in the Kingdom of Thailand.

#### Endorsement 102: Extension of Cover to West Kalimantan

In consideration of the payment of additional premium by **You** to **Us**, the geographical area of this **Policy** is extended to include West Kalimantan with effect from \_\_\_\_\_ a.m. / p.m. on [state date] to midnight (Malaysian Standard Time) on [state date] subject to the limit of liability of RM50,000 under Section B1a(i) and B1b(ii).

Subject otherwise to the terms and conditions of this **Policy**.

#### Endorsement 105: Limits of Liability for Third Party Property Damage (TPPD)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to increase the limit of liability provided under Section B2(ii) of this **Policy** to RM [state new limit] with effect from [state date].

Limits of liability in excess of RM3 million up to RM20 million is allowed subject to additional premium stated as below:-

##### TPPD limits of Liability

From RM3 million up to RM4 million	15% of Third Party Premium
Up to RM6 million	30% of Third Party Premium
Up to RM10 million	45% of Third Party Premium
Up to RM20 million	60% of Third Party Premium

#### Endorsement 109: Extension of Cover for Ferry Transit to and / or from Sabah and the Federal Territory of Labuan

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover loss or damage to **Your Car** when in transit to and / or from Sabah and Federal Territory of Labuan.

**You** must bear the first 1% of the **Sum Insured** or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this endorsement. **We** have the right to deduct this amount in addition to the **Excess** mentioned in the **Schedule** of this **Policy**.

#### Endorsement 111: Current Year "NCD" Relief (only applicable to Comprehensive Private Car Policy)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to compensate you the No Claim Discount that **You** may forfeit due to a claim being made under this **Policy**. The amount is equal to **Your** No Claim Discount entitlement shown in the **Schedule** of this **Policy** for the current **Period of Insurance**.

The cover provided under this endorsement is terminated automatically when:

- We** make a payment for a claim under this endorsement;
- the ownership of this **Policy** is transferred to another party; or
- You** withdraw **Your** No Claim Discount entitlement from this **Policy**.

**We** will not refund any portion of the additional premium that **You** paid to **Us** if the cover under this endorsement is terminated as mentioned above or if **You** cancel this endorsement at any time.

#### Endorsement 112: Compensation for Assessed Repair Time (CART)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay compensation for the number of days assessed by **Us** as required to repair **Your Car** under Section A of this **Policy** ('the assessed repair time'). **We** agree that payment will be based on the assessed repair time by the **Adjuster** or the maximum amount provided in the **Schedule** whichever is the lesser.

The maximum rate per day and the maximum number of days that **We** will pay under this endorsement is limited to the amounts mentioned in the **Schedule** under the heading 'Endorsement 112'.

For any claim that **We** agree to pay under this endorsement **We** will not deduct any **Excess** and **You** will not lose **Your No Claim Discount** entitlement.

**We** will not pay:

- a. if **Your** claim is only for breakage of glass that is payable under Endorsement 89;
- b. for any delay in the time taken to repair **Your Car** (beyond the assessed repair time) due to any reason at all. The final decision on the time required to repair **Your Car** will be decided by **Us** irrespective of whether **Your** claim is lodged directly with **Us** or against a third party;
- c. if **Your** claim is for theft or total loss of **Your Car**; or
- d. if **Your** claim is under a BER process.

**We** will not refund any portion of the additional premium that **You** paid **Us** if **You** cancel this endorsement at any time.

#### **Endorsement 113: Reference to Motor Vehicle Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Sum Insured** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as the **Market Value** at the time of the loss.

When a claim is made, the **Market Value** of **Your Car** would be determined by the (name of motor vehicle **Market Valuation System**) and this value would be accepted as the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the (name of motor vehicle **Market Valuation System**) for **Your Car**, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**.

The valuation done by the (name of motor vehicle **Market Valuation System**) or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

Subject otherwise to the terms and conditions of this **Policy**.

#### **Endorsement M001: Smart Key Shield (Non- Tariff)**

In consideration of the additional premium that **You** paid to **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover the cost to replace, repair and/or reprogram **Your Car Keys** including any affected **Locks** in the event **Your Car Key** is stolen, lost, or accidentally damaged provided no other claim is submitted for this **Incident**. The maximum amount that **We** will pay under this endorsement is the amount mentioned in the **Schedule** under the heading '**Endorsement M001 - Smart Key Shield Endorsement (Non- Tariff)**'.

This benefit is limited to one (1) set of **Car Keys** for **Your Car**, and is not subject to loss or damage being suffered to **Your Car** covered under the **Policy**. This benefit does not cover the loss of or damage to any set of spare **Car Keys**.

If **Your** claim is for the lost, stolen, or accidentally damaged **Car Keys** only and no other damage to **Your Car**, **We** will not deduct any **Excess**, and **You** will not lose **Your No Claim Discount (NCD)** entitlement.

In the event of a claim, **You** are required to provide a police report and evidence of damage, and receipts or invoices issued by the vehicle principal dealer or motor workshop for the replacement, repair and/or reprogramming of the **Car Key** and/or any affected **Locks**.

If **Your Car Key** is replaced, the cover provided by this endorsement comes to an end as soon as the **Car Key** is replaced. If **You** wish to enjoy continued coverage **You** must buy a new endorsement cover and pay the additional premium and a loading in the sum equal to 10% of the premium to **Us**.

This endorsement shall not apply where there is an own damage claim or **Your Car** has been declared a total loss or loss due to theft.

The following words shall have the meanings as defined below.

1. **Car Key / Keys**  
This refers to the key that is made by the **Car** manufacturer to access and start **Your Car**, including any electronic or infra-red key fobs, associated **Locks**, and parts of alarm and/or immobilizer integral to the **Car Key**.
2. **Locks**  
This refers to **Your Car's** locks associated with the **Car Keys**.

#### **Endorsement M004: Waiver of Betterment Cost (Non -Tariff)**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that **You** would not be required to contribute any amount towards **Your Car's** betterment if new original parts are used to repair **Your Car** on condition that the age of **Your Car** must not be less than five (5) years and not more than fifteen (15) years (for the purpose of determining the age of **Your Car**, please refer to Section A (2)(f) of this **Policy**).

This cover will automatically be terminated upon settlement of a claim under this endorsement. If **You** wish to enjoy continuous coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

Subject otherwise to the terms and conditions of this **Policy**.

#### **Endorsement M010: Inclusion of Special Perils on a First Loss basis (Non-Tariff)**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature, up to the amount mentioned in the **Schedule** under the heading 'Endorsement M010 - Inclusion of Special Perils on a First Loss basis (Non-Tariff).'

If **Your** claim is made under this endorsement for loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature only, **We** will not deduct any **Excess** and there will be no penalty for under-insurance.

In the event of a claim, **You** are required to provide a Police Report, evidence of damage and receipts or invoices issued by the vehicle principal dealer or motor workshop for the repair of **Your Car**.

This cover is terminated on the date **Your** claim (irrespective whether **Your** claim is for the replacement or repair of the lost or damaged parts of **Your Car**) is fully settled up to the amount mentioned in the **Schedule** under this endorsement. If **You** wish to enjoy continued coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

Alternatively if the damaged part of **Your Car** is repaired at the amount lesser than the amount mentioned in the **Schedule**, this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit, **You** must pay the additional premium to **Us** for the increased cover, at the agreed rate on the amount of loss calculated on pro-rata basis from the date of such loss to the expiry of the current period of insurance premium.

**We** have the final say on whether to replace or to repair the lost or damaged parts of **Your Car**.

#### **Endorsement M011: Waiver of Compulsory Excess (Non-Tariff)**

In consideration of the additional premium that **You** paid to **Us** for this endorsement, **We** agree to waive our right to deduct the **Compulsory Excess** of RM400 for the scenarios stated under Section A2g of this **Policy**, which is applicable to **You** or the person driving **Your Car** with **Your** consent at the time of the **Incident**.

For the avoidance of doubt, **We** will not deduct the additional RM400 **Compulsory Excess** if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

Subject otherwise to the terms and conditions of this **Policy**.

#### **Endorsement M013: 24-Hour Unlimited Towing Service (Non-Tariff)**

In consideration of the additional premium that **You** paid **Us** for this endorsement, if **Your Car** is immobilised as a result of accident or breakdown where it is not possible to be repaired on the site, **Our** MSIG Motor Assist will tow **Your Car** for an unlimited distance to **Your** preferred workshop or **Your** home at no additional cost to **You**. Toll charges are included in the service up to RM20.00 per roundtrip.

##### Territorial Limits

The 24-Hour Unlimited Towing Service shall be made available anywhere within Malaysia and Singapore excluding the Islands except for Labuan, Langkawi, Pangkor, Penang and Redang. It shall be included anywhere while in Thailand and Brunei up to a maximum of 130km per roundtrip.

**We** will not refund any portion of the additional premium that **You** paid **Us** if **You** cancel this endorsement at any time.

Subject otherwise to the terms and conditions of this **Policy**.

#### Endorsement M019: Accident Repair Allowance (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay an allowance, in the amount specified in the **Schedule**, in the event **Your Car** is laid up in a motor repair workshop for repairs pursuant to **Your** claim under Section A. This allowance will only be payable when **Your** damaged **Car** is laid up at the workshop for a minimum duration of four (4) working days as confirmed by **Our** attending adjuster with a minimum approved repair cost of RM5,000.

In the event of a claim, **You** are required to provide:

- a. photographs of the damaged **Car** including full view of the entire **Car** and its registration number; and
- b. copies of police report and registration card.

For any claim that **We** agree to pay under this endorsement **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

**We** will not pay:

- a. if **Your** claim is only for breakage of glass; or
- b. if **Your** claim is for theft, total loss of **Your Car** or under "Beyond Economic Repair" process.

**We** will not refund any portion of the additional premium that **You** paid **Us** if **You** cancel this endorsement at any time.

This cover will automatically be terminated upon settlement of a claim under this endorsement. If **You** wish to enjoy continuous coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

### Section H: Additional Endorsements - applicable only to MSIG Lady Motor Plus Insurance

#### Endorsement L001: Policyholder's Personal Accident Cover (Non-Tariff)

It is hereby declared and agreed that **We** will compensate for death or disablement (the Benefits) as described below if the **Insured** is injured and within one year of its happening the **Injury** is the sole cause of the death or disablement.

**We** will pay **You** or **Legal Representatives** for **Injury** as per defined in the **Policy**/this **Endorsement**.

Benefits	Compensation (RM)
1. <b>Accidental Death</b>	50,000
2. <b>Permanent Total Disablement</b> as specified below	
a. Loss of both hands or both feet	50,000
b. Loss of one eye and one hand or one foot	50,000
c. Total paralysis of all limbs	50,000
d. Loss of sight of both eyes	50,000
3. <b>Permanent Partial Disablement</b> as specified below	The amount payable is shown below against each Benefit, but not exceeding RM50,000:
a. Loss of one hand or foot	25,000
b. Loss of sight of one eye	25,000
c. Loss of four fingers and thumb of one hand	25,000
d. Loss of hearing of both ears	25,000
e. Loss of speech	25,000
f. Loss of all toes	7,500
4. <b>Medical Expenses</b> Medical, surgical, hospital, nursing home and nursing fees or charges incurred within 52 weeks of the happening of the <b>Injury</b> , provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered <b>Medical Practitioner</b> , at a hospital and/or Registered Clinic.	Reimbursement up to RM10,000 in respect of in any one accident.
5. <b>Hospital Income</b> <b>We</b> will pay <b>You</b> a daily allowance of RM100 as a result of an accident to the <b>Car</b> stated in the <b>Schedule</b> for the period that <b>You</b> are confined in a hospital for treatment of <b>Injury</b> up to 60 days.	
6. <b>Facial/ Dental Reconstructive Surgery</b> <b>We</b> will reimburse medical expenses incurred up to RM10,000 for treatment or reconstructive surgery of facial/neck (at or above the neck) disfigurement or damage to sound natural teeth following injuries sustained as a result of an accident to the <b>Car</b> stated in the <b>Schedule</b> provided such treatment is deemed necessary and performed by a <b>Medical Practitioner</b> within 12 months from the date of <b>Accident</b> .	

#### **7. Double Indemnity**

If an accident occurs to the **Car** stated in the **Schedule** during a nationwide Malaysian Public Holiday and directly results in accidental death or permanent total disablement due to total paralysis of all limbs, Benefit 1 or 2 (c) will be increased to RM100,000.

#### **Compensation Limits**

1. For Benefit 2 and/or Benefit 3 "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle joint.
2. Compensation shall not be payable for:
  - a. any specific **Injury** under Benefit 2 and/or Benefit 3 where, for that same **Injury** greater compensation is payable for another part of Benefit 2 and/or Benefit 3 which includes that specific **Injury**,
  - b. Benefit 1 in addition to any Benefit 2 and/or Benefit 3 if caused by the same **Injury**, except that if a payment has been made under any part of Benefit 2 and/or Benefit 3 and death occurs subsequently solely caused by and within one year of the **Injury**, then **We** will pay any difference if the Compensation payable for Benefit 1 is greater than that already paid for Benefit 2 and/or Benefit 3,
  - c. more than RM50,000 in aggregate for any or all of Benefit 2 and/or Benefit 3.
3. Nothing will be payable in respect of Benefit 4 if there is any other insurance in force covering the loss or if **You** are entitled to indemnity from any other source, provided that **We** shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

#### **Exclusions**

1. **Injury** caused by:
  - a. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) or unlawful act,
  - b. pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
  - c. the influence of drugs (other than those prescribed by a registered **Medical Practitioner** but not when prescribed for the treatment of drug addiction),
  - d. the influence of alcohol unless it can be established to our reasonable satisfaction that alcohol was not a factor contributing to the happening of the **Injury**,
  - e. the **Car** being used for racing, road rally, pacemaking, speed testing, reliability trial or use of any purpose in connection with the motor trade,
  - f. the **Car** being used for driving instruction,
  - g. Political Exclusion:

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

    - i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
    - ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such.
  - h. accidents caused outside the Territorial Limit.
2. **Injury** caused directly or indirectly, wholly or partly by:
  - a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound),
  - b. any other kind of diseases,
  - c. medical or surgical treatment (except such as may be necessary solely by **Injury** covered by this **Policy/Endorsement** and performed within the time provided in the **Policy/Endorsement**),
  - d. or arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Syndrome) and / or any HIV related illness including AIDS (Acquired Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and / or any mutant derivatives, variations or treatment thereof however caused.

#### **Conditions**

1. **Disappearance** (Applicable to Individual **Car** Owner only)

**We** shall presume death to have been suffered by the **Insured** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads to our conclusion that death was caused by a **Bodily Injury**. However, if at any time after payment of Benefits for such death the **Insured** is found to be living, such Benefits shall be refunded to **Us**.
2. **Age Limit**

The age limit for the **Insured** covered under the **Policy** is up to 80 years.

#### **Claims Conditions**

1. **Condition Precedent**

The payment of claims under this **Endorsement/Policy** is dependent upon observance of its terms and conditions by **You**.
2. **Advice of Loss**

**You** must report in writing to **Us** within thirty (30) days full details of any **Injury** which may result in a claim under this **Endorsement/Policy**. For losses other than **Injury** which may result in a claim under this



**Endorsement/Policy**, You must report in writing to Us within fourteen (14) days with full details of damages, and where necessary, We reserve the right to request for substantiating documents and/or applicable reports at Your expense.

**3. Medical Examination**

You shall employ the services of a registered **Medical Practitioner** and undergo any treatment such **Medical Practitioner** shall deem necessary. You may have to undergo further medical examination required by Us at our expense.

**4. Document**

All certificates, information and evidence must be provided at Your expense or at the expense of any claimant in the form and nature required. In the event of death of the **Insured**, We shall require sight of the death certificate and may require a post-mortem examination at our expense.

**5. Payment of Benefits**

- a. In respect of any accidental death benefits payable under the Benefits as stated above in relation to the coverage to the **Insured**, it shall be paid in accordance to Schedule 10 of the Financial Services Act 2013.
- b. In respect of any benefits payable (except any accidental death benefits) under the Benefits as stated above in relation to the coverage to the **Insured**, it shall be paid to the **Insured**. However, in the event before the payment of benefits can be paid to the **Insured**, the **Insured** dies, so under this circumstance, We will pay the payment of benefits to the **Insured's** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Endorsement/Policy**.

**6. Sanction Limitation and Exclusion Clause**

We will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **Endorsement/Policy** where by doing so would breach any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Some definitions applicable to this Endorsement (Note: for those definitions in bold not defined in this Endorsement, please refer to the definitions in bold stated in the Policy).

**1. Insured**

means You, the owner of the Car named in the Schedule.

**2. Injury**

means death or permanent disability of the **Insured** whilst driving or riding as passenger and/or boarding or alighting from the Car stated in the Schedule.

**3. Legal Representatives**

means the individual person(s) or Public Trustee or trust company who/which would be legally entitled to receive policy moneys payable under this **Endorsement** in accordance to Schedule 10 of the Financial Services Act 2013 in respect of accidental death to the **Insured**.

**4. Medical Practitioner**

means any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

**Endorsement L002: Inconvenience Relief Allowance (Non-Tariff)**

It is hereby declared and agreed that, We will pay You an allowance of RM1,000:

- a. in the event of total loss or theft of Your Car, subject to the condition that the motor claim made under Section A1a of this Policy for total loss or theft has been fully paid by Us; or
- b. in the event of **Damage** to Your Car due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides during the **Period of Insurance**. Your Car should be directed or towed to a workshop approved by Us for repairs and You should notify the claim to Us once Your Car has been sent to the workshop.

In the event of flood claim, You must provide Us the following:

- copy of police report; and
- copy of repair invoice/official receipt; and
- photograph before and after cleaning works and/or any additional document for verification; and
- any other relevant documents requested by Us.

The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed. Any claim under this **Endorsement** shall not affect Your NCD entitlement and no **Excess** will apply, provided always it is within the **Period of Insurance** under this Policy.

Subject otherwise to the terms and conditions of this Policy.

#### Endorsement L003: Loss or Damage to Personal Belongings (Non-Tariff)

We will pay You or Your Authorised Driver compensation of RM1,000 for the loss of or damage to Your or Your Authorised Driver's Personal Belongings:

- a. in the event of snatch theft whilst You or Your Authorised Driver were driving Your Car on the road, boarding or alighting from Your Car, or walking to or from Your Car in a parking lot or garage; or
- b. in the event of an Incident specified under Section A1a,

subject to the following conditions:

- i. Such personal belongings were in Your or Your Authorised Driver's possession or in Your Car, whichever is applicable, at the time of occurrence of either of the above;
- ii. Documentation in support of value and ownership is submitted to Us;
- iii. A police report is lodged at the nearest police station where the occurrence took place within twenty-four (24) hours of the occurrence; and
- iv. To Our satisfaction, You or Your Authorised Driver have/has taken all reasonable steps to limit and prevent further loss and damage.

For avoidance of doubt, We will not pay compensation for loss or damage due to any wilful act of negligence.

The cover is limited to one (1) occurrence in each Period of Insurance. We will not deduct any Excess and You will not lose Your NCD entitlement. Reinstatement of this cover is not allowed.

#### Endorsement L004: Transportation Allowance (Non-Tariff)

We will pay You a lump sum amount of RM100 as Transportation Allowance in the event that Your Car is involved in an Accident resulting in Your Car being towed to Our approved workshop, subject to the condition that Your claim is payable arising from an Incident as stated in Section A1a except for Section A1a(vi) breakage of windscreen, windows or sunroof, including lamination/tinting film.

Subject otherwise to the terms and conditions of this Policy.

## 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:

- a. Firstly with the department or person You dealt with Us on how You would like the problem to be solved.
- b. 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)  
Fax : +603-2026 8086  
Email : myMSIG@my.msig-asia.com  
Website : [www.msig.com.my](http://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.

- c. 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 BNMTLELINK or BNMLINK:

- i. **OMBUDSMAN FOR FINANCIAL SERVICES (OFS)**  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Telephone : +603-2272 2811  
Fax : +603-2272 1577  
Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

- ii. **LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)**  
(Walk-in Customer Service Centre)  
Ground Floor, D Block,  
Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Telephone : +603-2698 8044  
Extension : 8950/8958 (BNMLINK General Line)
  
- iii. **CONTACT CENTRE (BNMTELELINK)**  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia,  
P.O.Box 10922,  
50929 Kuala Lumpur.  
Telephone : 1-300-88-5465 (1-300-88-LINK)  
Fax : +603-2174 1515  
Email : [bnmteletelink@bnm.gov.my](mailto:bnmteletelink@bnm.gov.my)

## Personal Data Protection

By giving Personal Data, You give Us permission for its use as described below:-

- a. To process Your Personal Data with the intention of entering into the Contract of Insurance.
- b. You consent and allow Us to retain the data and share the data with Our service providers, which include but not limited to:
  - i. Registered licensed Adjuster,
  - ii. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - iii. Insurer and Reinsurer,
  - iv. ISM Insurance Services Malaysia Berhad.
- c. 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.

