

## ENHANCED PRIVATE CAR POLICY – SMART PRO

All accidents must be reported to the police within 24 hours.

"It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance"

### EXPLANATORY NOTES

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

Please note that your Private Car Policy only starts from page 6 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 Part 1 on pages 6 to 12 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 in pages 6 to 42 (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 or to you/your authorized driver and passengers. Please have a read of the Schedule that we issued to you to know the type of cover you have purchased. The main types of cover are:

Page	Basic Cover:	Comprehensive	Third Party, Fire and Theft	Third Party Only
6 to 12	Part 1: Definitions	✓	✓	✓
12 to 18	Part 2: Policy Coverage	✓	✓	✓
13 to 18	Section A: Loss or Damage to Your Own Car/Personal Accident			
13	<b>1a (1): Events We Cover</b>			
	(i) accidental collision or overturning	✓	X	X
	(ii) collision or overturning caused by mechanical breakdown	✓	X	X
	(iii) collision or overturning caused by wear and tear	✓	X	X
	(iv) impact damage caused by falling objects subject to certain exclusions	✓	X	X
	(v) fire, explosion or lightning	✓	✓	X
	(vi) breakage of windscreen, windows or sunroof including lamination/tinting film	✓	X	X
	(vii) burglary, housebreaking or theft	✓	✓	X
	(viii) malicious act	✓	X	X
	(ix) while in transit (limited cover)	✓	X	X
13 to 16	<b>1a (2): Extended Events We Cover</b>			
13	(A) Key Replacement	✓	X	X
14	(B) Vehicle Break-in	✓	X	X
14	(C) Flood Relief Allowance	✓	X	X
15	(D) Theft & Total Loss Allowance	✓	X	X
15	(E) Daily Cash Allowance	✓	X	X
15	(F) Waiver of Mandatory Excess for Unnamed Driver	✓	X	X
15	(G) Legal Liability of Passengers	✓	X	X
16 to 18	<b>1a (3): Personal Accident Cover</b>			
16	Benefit 1: Accidental Death	✓	X	X
17	Benefit 2: Permanent Disablement	✓	X	X
18 to 19	1. b. Events We Do Not Cover	✓	✓	X
19 to 21	2. Basis of Settlement (how we will settle your claim)	✓	✓	X

21	3. Towing Costs (to an Approved Repairer or safe place of storage)	✓	✓	X
21 to 23	Section B: Liability to Third Parties			
21	1. a. What is Covered (by this section)	✓	✓	✓
21 to 22	1. b. What is Not Covered (by this section)	✓	✓	✓
22	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
22	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
23	4. Maximum Legal Costs (if approved)	✓	✓	✓
23	5. Rights of Recovery	✓	✓	✓
23	Section C: No Claim Discount	✓	✓	✓
24 to 26	Section D: General Exceptions (what is not covered by the policy)	✓	✓	✓
26 to 32	Section E: Conditions (terms that you must comply with)	✓	✓	✓
32 to 42	Section F: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)	Optional	Optional	Optional

Key: ✓= applicable

X = not applicable

### What this policy does not cover?

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

- Section A1b – see 'Events We Do Not Cover' (pages 18 and 19): applicable to Comprehensive policy only.
- Section A1a.(3) – see 'Exclusions – In addition to the general exclusion applying to all sections' (pages 17 and 18): under each Benefit.
- Section B1b – see 'What is Not Covered' (pages 21 to 22): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.
- Section D – see 'General Exceptions' (pages 24 to 26): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies & Section A1a (3): Personal Accident Cover.

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' (page 19)};
  - strike, riot, civil commotion {see Section D – 'General Exception 9b' (page 25)}; and
  - use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 24)}.
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' (pages 24 to 26) such as:
  - war, nuclear risk;
  - 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 **Your** 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' (page 24));
  - has your permission to drive (see definition of Authorised Driver in page 7); 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 in page 5). 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 (see page 32 to 33), which provides a limited cover for your liability for death or bodily injury of passengers.

#### **When is your cover effective?**

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 for under a Comprehensive or Third Party, Fire and Theft Policy?**

To be safe, you should insure your car at its current market value (see definition in page 9). 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' in page 20).

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:

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

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 **Your** insurer.

#### **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 page 20) where you have to bear an additional excess of RM400 if you or the person driving your car:

- is under 21 years old; or
- holds a Provisional (P) or Learner (L) driver's licence.

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:**
  - 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;
  - move your car to an **Approved 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
  - For Personal Accident claims, submit to us at the earliest possible all medical reports, original medical receipts and/or death certificate as applicable.
  - 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 page 27); and
  - authorise repair without our consent (see Condition 2f in page 27).

Condition 2 of your policy (see page 27 to 28) spells out the do's and the don'ts after an accident or theft in more detail.

## IMPORTANT NOTICE

**You** are advised to read this **Policy** carefully together with the **Certificate of Insurance, Schedule of Benefits** and any **Endorsements** to ensure that the **Insured Person** understands the terms and conditions and that the coverage meets the **Insured Person's** requirements.

Please contact **Us** if **You** require any further information after reading this **Policy**.

All terms and conditions of this **Policy** must be continuously satisfied by the **Insured Person** to be eligible for coverage under this **Policy**.

## THE CONTRACT

This **Policy** is issued to **You** upon the terms and conditions set out within. This **Policy**, together with the **Certificate of Insurance, Schedule, Schedule of Benefits** and any **Endorsements**, shall be read together to form an entire contract between **You** and **Us**. **We** agree to provide the **Insured Person** the insurance coverage as described in this **Policy** provided that **You** pay the premium when due and **We** agree to accept it subject to the terms and conditions of this **Policy**, pursuant to the answers given when applying for this **Policy** and any other disclosures made by **You** between the time of submission of the answers or when applying for this **Policy** and the time this **Policy** is entered into. The answers and any other disclosures made by **You** will form part of this **Policy** between **You** and **Us**. In the event of any pre-contractual misrepresentation made by **You** in relation to the answers or disclosures given by **You**, only remedies set out in Schedule 9 of the Financial Services Act 2013 will apply.

### Part 1: 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.

1. **Accessories** 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**.
2. **Accident**
  - a. for the purpose of **Private Car** cover, refers to an event or series of events arising out of one cause which gives rise to damage to **Your Car** and which event is covered under the corresponding private car **Policy**.
  - b. for the purpose of **Personal Accident** cover, refers to a sudden, fortuitous, violent, visible and specific event caused externally to the body which occurs at an identifiable time and place during the **Period of Insurance**.
3. **Activities of Daily Living** means:
  - (a) **Washing** - the ability to bath, or shower or wash by other means;
  - (b) **Dressing** - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances;
  - (c) **Feeding** - the ability to eat food after its preparation and being made available;
  - (d) **Toileting** - the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances, if appropriate;
  - (e) **Mobility** - the ability to move indoors from room to room on level surfaces; and
  - (f) **Transferring** - the ability to move from a bed to an upright chair or wheelchair, and vice versa.
4. **Act of Terrorism** refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, 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.
5. **Actual Total Loss (ATL)** refers to the condition of **Your Car** that has sustained severe damage which

- has compromised the structural integrity of the main chassis, to the extent that **Your Car** cannot be repaired or restored to a safe state and thus, can only be scrapped.
6. **Adjuster** 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.
  7. **Anniversary Date** means the date after 12 consecutive months following the **Policy Start Date** and the date after each 12 consecutive months thereafter provided the **Policy** has been renewed.
  8. **Approved Repairer**  
This refers to any of the following:
    - a. motor repair workshops which are on **Our** panel of approved workshops;
      - (i) **We** will ensure there are adequate number of **Our** panel if approved workshops to provide reasonable and convenient access to **You**;
      - (ii) Where there are no panel of approved workshops at any nearby locations in the event of an **Incident**, **We** may at **Our** discretion choose to either:
        - assist **You** in accessing the nearest workshop on **Our** panel and arrange for towing services to such selected workshop at no cost to **You**; or
        - allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by **Us**; or
    - b. any other repairer that **We** have given **You** special permission to use. The circumstances under which a special permission may be granted by **Us** includes:
      - (i) no **Approved Repairer** described in (a) above is available at the location of **Your Car**, and **We** are unable to assist **You** in accessing the nearest workshop on **Our** panel or that is registered with JPJ;
      - (i) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
      - (ii) franchise repairers.
  9. **Authorised Driver** 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.
  10. **Benefit** means the benefits listed in the **Schedule of Benefits/Policy Schedule** and which are subject to the terms and conditions as stated under this **Policy** respectively.
  11. **Beyond Economic Repair (BER)** refers to the condition of **Your Car** that is not financially feasible to be repaired or restored, as the cost in repairing or restoring **Your Car** to its pre-accident condition before the **Incident** occurred exceeds the **Market Value** at the time of the loss or the **Sum Insured** whichever sum is lesser/lower unless J6.47 – Endorsement 87: Agreed Value Clause, Section G: Endorsements is printed in the Schedule whereby the sum insured will then only be taken into consideration.
  12. **Big Toe** means the first digit of the **Foot**.
  13. **Break-in/ Broken Into** means the illegal forced entry into **Your Car** with visible evidence of forcible entry.
  14. **Car** 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**.
  15. **Certificate of Insurance** 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.
  16. **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".
  17. **Chronic Condition** means a condition that is expected to persist for the remainder of the **Insured**

**Person's** natural life.

18. **Claimant** means the **Insured Person** or the **Insured Person's** legal representative, as applicable, making a claim against this **Policy**.
19. **Compensation** means the maximum amount payable for a **Benefit** as shown in the **Schedule of Benefits**.
20. **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".
21. **Date of loss** refers to the date when the **Accident/Incident** occurs.
22. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorised by the medical licensing authority in the **Usual Country of Residence** or in the country which treatment is being sought, to provide medical or surgical service within the scope of their license, specialised accreditation and training. The **Doctor** cannot be the **Insured Person**, the **Insured Person's** business partner or agent, the **Insured Person's** employer or employee or an **Immediate Family Member**.
23. **Endorsement** refers to the document or a written notice that **We** issue to **You** to confirm any changes, amendment, deletions, additions or extensions of the coverage to the basic **Policy**.
24. **Excess** 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**.
25. **Finger** means a digit of a **Hand**.
26. **Foot** means the entire foot below the ankle.
27. **Hand** means the entire hand below the wrist.
28. **Household** 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.
29. **Immediate Family Member** means the **Insured Person's Spouse**, parent, parent-in-law, grandparent, child(ren), son-in-law, daughter-in-law, brother or sister, stepparent, stepdaughter, stepson, grandchild, and/or legal guardian.
30. **Incident** means any event which could lead to a claim under this **Policy**.
31. **Infectious Diseases** means health disorders or infections caused by pathogenic microorganisms, such as bacteria, viruses, fungi or parasites. Infectious diseases can be passed from person to person, can be transmitted by insects or other animals or by consuming contaminated food or water or while being exposed to organisms in the environment.
32. **Injury** means an identifiable physical injury which is sustained by the **Insured Person** during the **Period of Insurance** and is caused by an **Accident** solely and independently of any other causes including any **Sickness**, pre-existing or congenital condition. **Injury** includes:
  - (a) **Accidental** drowning;
  - (b) **Accidental** suffocation or inhalation of smoke, poisonous fumes or gases. This does not extend to include air pollution or atmospheric phenomenon including but not limited to haze, smog, and the like. General Policy Exclusion - 10 continues to apply; or
  - (c) Any **Injury** directly resulting from animal or insect bites. This excludes any claims in connection with any **Infectious Diseases**.



33. **Insured Person** means the following person(s):
- (a) **Policyholder** whose name appears in the **Certificate of Insurance/Policy Schedule**;
  - (b) **Authorised Driver**; and / or
  - (c) **Passenger(s)**.
34. **Lender** means the person or corporate entity who is the lender or owner of **Your Car** providing the hire-purchase facility to **You**.
35. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
36. **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 **Your** 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".
37. **Market Value** 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 38 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**.
38. **Market Valuation System** refers to the motor vehicle **Market Valuation System** approved by **Your** insurer 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.
39. **Medically Necessary** means a medical service provided by a **Doctor** which is:
- (a) consistent with the diagnosis and customary medical treatment for a covered disability;
  - (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits;
  - (c) not for the convenience of the insured person or doctor and unable to be rendered out of a hospital (if admitted as an in-patient);
  - (d) not of an experimental, investigational or research nature, preventive or screening in nature; and
  - (e) for which charges are fair and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disability in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the insured person's disability.
40. **Minimum premium** refers to minimal premium described in the **Schedule**.
41. **Named Driver** 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**.
42. **Natural Disaster** mean extreme weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornadoes), naturally occurring wildfires, floods (a general and temporary covering of water of 2 or more acres of normally dry land), tsunamis, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned which affects the general population of the affected area.
43. **Ombudsman for Financial Services (OFS)** refers to an independent body that provides a free and efficient avenue to help settle financial disputes between **You/Insured Person** and **Us** under this **Policy** as an alternative to the courts.

44. **Outstanding Balance** means the net monetary amount owed to the **Lender** by **You** as of the **Date of Loss** or **Total Loss** under the financing or hire-purchase contract on **Your Car**, which excludes any past due amount or any portion of the loan or hire-purchase payment that is not used to purchase **Your Car**.
45. **Own Damage** refers to damage to the insured vehicle, including Own Damage Knock For Knock (OD KFK) Claims where No Claim Discount (NCD) is not forfeited. **Own Damage** excludes actual total loss, constructive total loss & theft claims.
46. **Paraplegia** means the entire paralysis of both legs and part or whole of the lower half of the body.
47. **Passenger(s)** means any individual who is:  
(a) a passenger of the **Car**, other than **You**; and  
(b) between the ages of 1 year to 80 years (inclusive).  
The number of **Passengers** covered are limited to the number based on the seating capacity stated in the **Car's** registration card.
48. **Period of Insurance**  
The period shown in the **Certificate of Insurance/Policy Schedule** when the cover provided by this **Policy** is operative. Cover shall commence on the Policy Start Date and such period will end on the Policy Expiry Date as specified in the **Certificate of Insurance/Policy Schedule**.
49. **Permanent** means lasting 12 consecutive months and at the end of that time is certified by a **Doctor** as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.
50. **Total Disablement** means an **Injury** sustained by the **Insured Person** resulting in a disablement that consequentially leads to a total inability to perform, by oneself, at least 3 or more **Activities of Daily Living**.
51. **Personal Handheld Electronic Equipment** refers to mobile phone including the smartphone, personal digital assistant (PDA), camera including DSLR camera, video camera, media player (MP), i-Pod, i-Pad and tablet.
52. **Personal Valuables** refers to all items of gold, silver, platinum, jewellery, laptops, **Personal Handheld Electronic Equipment** including purses, wallets and handbags in **Your** possession and in **Your Car** at the time of **Robbery** or **Break-in**.
53. **Policy Effective Date** refers to the later of:  
(a) the **Policy Start Date** as specified on the first **Certificate of Insurance** issued to **You**,  
(b) the first date the **Insured Person** was covered under this **Policy**,  
(c) the date as shown on the **Endorsement**; or  
(d) the effective date any additional cover or increased **Compensation** is granted to the **Insured Person** while they are covered under this **Policy**, only in respect to the additional cover or increased **Compensation**.
54. **Policy Expiry Date** means the earlier of:  
(a) the expiry date as specified on the **Certificate of Insurance** for this **Policy**;  
(b) the date this **Policy** is cancelled; or  
(c) the date this **Policy** is automatically terminated as provided under Section E: Conditions on 'Automatic Termination of Benefits'.
55. **Policy Start Date** means the date specified in the **Certificate of Insurance** on which the cover under this **Policy** commences.
56. **Policy** refers to the **Policy Schedule**, the **Certificate of Insurance** and all **Endorsements** specifically listed in the **Schedule** or any other documents **We** may issue to **You** that will form part of this **Policy**.
57. **Policy Schedule** refers to document showing **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/Compensation** and details of any extensions or **Endorsements**
58. **Policyholder** means the person:  
(a) who is named as **Policyholder** in the **Certificate of Insurance**  
(b) to whom this **Policy** has been issued;  
(c) who is responsible for premium payments; and

- (d) has the right to exercise all privileges under this **Policy**.
59. **Pre-Existing Condition** means any injury, sickness or other conditions:
- (a) which the **Insured Person** has sought or received treatment, medication, advice or diagnosis in the 2 years before the **Policy Effective Date**;
  - (b) which first manifested itself, worsened, became acute or presented signs or symptoms in the 2 years prior to the **Policy Effective Date** which would have caused a reasonable person to seek diagnosis, care or treatment; or
  - (c) which is a **Chronic Condition** or cancer diagnosed before the **Policy Effective Date**.
60. **Quadriplegia** means the entire paralysis of both legs and both arms.
61. **Relative(s)** means **Your** legally married spouse, parent, step-parent, parent-in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew, and first cousin.
62. **Road** shall bear the meaning defined under Section 2 of the Road Transport Act 1987 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".
63. **Robbery** shall bear the meaning defined under Section 390 of the Malaysian Penal Code as the act of Theft or attempted Theft which in order to commit Theft or in committing the Theft, or in carrying away or attempting to carry away property obtained by the Theft, the offender to achieve that purpose, voluntarily causes or attempts to cause any person death, or hurt, or wrongful restraint or fear of instant death, or of instant hurt, or of instant wrongful restraint.
64. **Schedule of Benefits** shall mean the table of benefits made available under this insurance coverage.
65. **Sickness** means an illness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, **Sickness** includes Infectious Diseases, heatstroke, decompression sickness, hypothermia and mountain sickness.
66. **Spouse** means someone the **Insured Person** is legally married to.
67. **Sum Insured** 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 **Accident** or **Incident** that completely destroys it.
68. **Theft** shall bear the meaning defined under Section 378 of the Malaysian Penal Code as the dishonest act by an offender of taking movable property out of the possession of another without that other person's consent, with the intention of permanently depriving that other person of it.
69. **Thumb** means the first digit of a **Hand**.
70. **Toe** means digit of the **Foot**.
71. **Total Loss**
- I. **For the purpose of Private Car cover** means a total loss to **Your Car** from an **Accident** or fire which is described in the motor insurance policy as total loss in which **Your Car** is unrepairable and in **ATL** or **BER** condition and **We** have taken legal possession of such vehicle as a condition of claims settlement, or, if **Your Car** is subject to **Theft**, **Your Car** is not recovered within 30 days following the **Date of Loss**.
  - II. **For the purpose of Personal Accident cover** means
    - (a) In the case of a **Limb**:
      - (i) **Permanent** physical severance of the **Limb**; or
      - (ii) **Permanent**, total and irrecoverable loss of use of the **Limb**.
    - (b) In the case of a loss of **Thumb**, **Finger** or **Toe**:
      - (i) Loss by **Permanent** physical severance of the entire **Thumb**, **Finger** or **Toe**; or
      - (ii) **Permanent**, total and irrecoverable loss of use of a complete **Thumb**, **Finger** or **Toe**.

- (c) In the case of loss of sight:
    - (i) **Permanent**, total and irrecoverable physical loss of one or both eyes; or
    - (ii) **Permanent**, total and irrecoverable loss of the sight of one or both eyes.
  - (d) In the case of loss of speech:
 

**Permanent**, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
  - (e) In the case of loss of hearing:
 

**Permanent**, total and irrecoverable loss of hearing resulting in inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.
72. **Unnamed Driver** means any person who is not named as a **Named Driver** in the **Policy** but is authorized by **You** to drive **Your Car**.
73. **Usual Country of Residence** means Malaysia, in which the **Insured Person** is a resident of either as a citizen or registered as a permanent resident or holds at the time of claim a valid employment or dependent permit granted by the relevant government authority.
74. **War** shall mean declared or undeclared hostile action between two or more nations or states.
75. **We, Our, Us** refers to AIG Malaysia Insurance Berhad (200701037463).
76. **You, Your, Yourself** refers to the person described in the **Policy Schedule** as "the Insured".

## Part 2: Policy Coverage

### 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 / Personal Accident

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

### 1a (1): 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, **You** 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:
  - a. **Road**;
  - b. rail;
  - c. inland waterway i.e. across a river or canal etc.; or
  - d. 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**).*

### 1a (2): Extended Events We Cover

#### A) KEY REPLACEMENT

**Our** liability under this section in respect of any one **Period of Insurance** shall not exceed the amount as stated in the **Schedule** and claimable only once during a **Period of Insurance**.

1. Key Replacement – **We** will reimburse **You** for the cost of replacing **Your Car** keys which are lost or stolen. The covered cost is limited to the money **You** paid to a locksmith or car dealership to produce a new key.
2. Break-in Protection – **We** will reimburse **You** for the cost of replacing locks and keys if **Your Car** is unlawfully **Broken Into**. The covered costs include the labor cost for replacing the lock.
3. Lock Out Reimbursement – **We** will reimburse **You** for the cost of obtaining a locksmith or towing company within Malaysia, to transport **Your Car** to the nearest car dealership to unlock **Your Car** if **You** are locked out of **Your Car** due to the loss of keys as a result of **Theft** or **Robbery** or the accidental locking in of **Your Car** keys in **Your Car**. **We** will also pay an inconvenience allowance of RM 200 to **You** as part of the overall limit of this benefit should it necessitate the breaking of the glass to retrieve the keys.
4. **Our** total maximum liability for all the above coverages (Key Replacement, Break-in Protection and Lock Out Reimbursement) shall not exceed the limit stated on **Schedule**.

For **Break-in** protection claims, there must be visible evidence of forcible entry to **Your Car** and **You** must provide an official police report that indicates the details of the incident within the covered time frame in order for **Us** to pay the claim.

#### Coverage Exclusions:

**We** shall not be liable for:

- i. The deductible/excess of RM50;

- ii. Replacement costs of keys and/or locks of motor vehicles that **You** do not own for personal use;
- iii. Losses that do not occur within the **Period of Insurance**;
- iv. The cost to replace keys to a boat, airplane, motorcycle, recreational vehicles and/or campers that **You** own;
- v. Losses that result from, or are related to, business pursuits including **Your** work or profession;
- vi. Losses caused by **You** or **Your Relatives'** illegal acts;
- vii. Losses that **You** have intentionally caused;
- viii. Losses that result from the intentional actions of **Your Relative**, or actions that **Your Relative** knew of or planned;
- ix. Losses due to the order of any government, public authority, or customs official; and/or
- x. Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

## B) VEHICLE BREAK-IN

Subject to a police report being lodged within 24 hours from an occurrence, unless **You** are physically unable to do so, **We** will reimburse **You** for loss of **Personal Valuables** kept in **Your Car**, caused by **Robbery** or **Break-in**.

**Our** liability under this coverage in respect of any one **Period of Insurance** shall not exceed the amount as stated in the **Schedule**, per claim up to a maximum of 2 claims per **Period of Insurance**. An excess of RM 50 or 10% of the claim amount whichever is higher will apply for each and every claim.

### Coverage Exclusions:

**We** shall not be liable for:

- a) Loss, damage or deterioration of **Personal Valuables** arising from normal wear and tear or other gradually operating causes or occasioned by any process of cleaning, dyeing or renovating or climatic or atmospheric conditions;
- b) Loss of or damage to **Your Personal Valuables** directly or indirectly from:
  - (i) Intentional or malicious acts or gross negligence or carelessness by **You**;
  - (ii) Mislaying, misplacing or mysterious disappearance;
  - (iii) Marring, scratching, peeling of paint or any other damage to the appearance of the **Personal Valuables** not resulting in loss of its function.
- c) Loss caused due to **Theft** of any of **Your** property by a fraudulent scheme, trick, device or false pretense;
- d) Loss as a result of pick-pocketing; and/or
- e) Loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

## C) FLOOD RELIEF ALLOWANCE

**We** will provide an allowance for inconvenience caused in the event of damage to **Your Car** due to flood, flash flood, overflowing of waterways, drains or rivers or mudslides.

- 1. **Your Car** must first be assessed by an **internal/external adjuster** to determine the validity of the claim. Please notify **Us** of the claim as soon as possible once the **Car** has been sent to the **Approved Repairer**.
- 2. Once the claim has been verified, **We** will pay **You** an allowance of the amount as specified under the **Schedule** during the **Period of Insurance**.
- 3. In the event that **You** are submitting a claim, please provide **Us** with the following in order to process the claim:
  - i. photographs of **Your Car** (internal and external) before and after the **Car** has been cleaned and any additional document for verification; and
  - ii. any other relevant document(s) that **We** may request in order to validate the claim.
- 4. Please note that for any claim that is paid under this cover, reinstatement of coverage is not allowed for the **Car** once the claim is settled. No **Excess** will apply and **Your** NCD entitlement will not be affected by any claim under this coverage provided it is always within the **Period of Insurance**.

#### D) THEFT & TOTAL LOSS ALLOWANCE

**We** will pay a one-time cash **Benefit** as specified in the **Schedule** to **You** if **Your Car** is lost due to **Theft** or suffer from **Total Loss** due to **Accident**.

**We** retain absolute discretion to determine whether the damage suffered is qualify to be declared as **Total Loss** for the purposes of interpreting this cover.

##### Coverage Exclusions:

The **Policy** shall not apply to any event directly or indirectly arising out of:

- a) any damage to **Your Car** from causes other than those expressly stated as covered in the scope of coverage above;
- b) quarantine or condemnation of **Your Car** due to the spread of infectious disease, unpleasant odors, allergies or any other health related hazards;
- c) pollution or contamination, either actual or alleged;
- d) mold, fungus or wet rot;
- e) damage or loss caused by a known pre-existing condition of **Your Car**;
- f) neglect or failure to take reasonable care to prevent physical destruction or loss of **Your Car** immediately before or after the **Accident**;
- g) fire and/or natural disaster;
- h) no corresponding claim under Section A – 1a (1) of this policy; and/or
- i) second and subsequent claims under the **Policy** within the same **Period of Insurance**.

#### E) DAILY CASH ALLOWANCE

**We** will reimburse **You** the cash **Benefit** as specified in the **Schedule** for **Your** out-of-pocket expenses whilst **Your Car** is in **Approved Repairer** to undergo repairs due to an **Accident** subject to the following:

- a) **We** will only cover **You** up to a maximum of 10 consecutive days calculated beginning from the date **Your Car** arrives at **Approved Repairer** to undergo repairs; and
- b) **Your Car** must be sent for repairs at any of **Approved Repairer** within 7 days of the **Accident**.

##### Coverage Exclusions:

This **Policy** will not entertain any claim(s) under any of the following situations:

- i. If there is no corresponding claims payable under Section A – 1 (a) of the **Policy**.
- ii. If the claim under Section A – 1 (a) of the **Policy** is declined by **Us**.
- iii. If **Your Car** is determined to be a **Total Loss** or beyond economical repair.
- iv. Arising directly or indirectly from flood, storm damage, falling object, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under the **Policy**.
- v. Defective design or defective repairs, and in any way unconnected with a road **Accident**.
- vi. Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

#### F) WAIVER OF MANDATORY EXCESS FOR UNNAMED DRIVER

**We** will waive the **Compulsory Excess** if at the time of **Incident**, the person driving **Your Car** is an **Unnamed Driver**.

However, this waiver shall not be applicable if at time of **Incident**, **You** or **Your Authorised Driver**:

- a) is under 21 years old; and/or
- b) holds a provisional (P) or learners (L) driving licence.

#### G) LEGAL LIABILITY OF PASSENGERS

**We** agree that the cover 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/she was **You**.

This benefit 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.

#### 1a (3): Personal Accident Cover

#### SCHEDULE OF BENEFITS

Item	Benefit	Plan	
		Smart Pro	
		Policyholder	Authorised Driver and Passenger
1	Accidental Death	RM50,000	RM10,000
2	Permanent Disablement	RM50,000	RM10,000

#### ELIGIBILITY

##### A. Age:

Eligible age for:

- (i) **You** are 18 to 75 years of age (inclusive)
- (ii) **Passenger** is 1 year to 80 years of age (inclusive)
- (iii) **Authorised Driver** is 18 years to 75 years of age (inclusive)

Note: All ages refer to the age as of the **Insured Person's** last birthday.

##### B. Residency:

To be eligible for cover under this **Policy**, the **Insured Person** must be residing in Malaysia and is:

- (i) A Malaysian citizen;
- (ii) A Malaysian permanent resident; or
- (iii) A holder of a valid employment pass (of which the place of employment must be in Malaysia during the **Period of Insurance**) or a dependent pass granted by the relevant Government authority.

All requirements as specified in this section of this **Policy** must be continuously satisfied by the **Insured Person** in order to be eligible for coverage under this **Policy**.

#### OPERATIVE TIME

**Operative Time** means the period during which cover applies for the **Insured Person** while in Malaysia, Singapore and/or Brunei which commences from the time the **Insured Person** is getting into the **Car**, continues while travelling in or driving the **Car** and ends when the **Insured Person** is alighting from the **Car** during the **Period of Insurance**.

#### BENEFITS

##### BENEFIT 1: ACCIDENTAL DEATH

If the **Insured Person** sustains an **Injury** during the **Operative Time** that directly results in **Accidental** death within 365 days from the date of the **Accident**, **We** will pay the **Compensation** as specified in the **Schedule of Benefits**.

#### EXPOSURE



If an **Injury** or **Accidental** death occurs as a direct result of unexpected exposure to the natural elements following an **Accident** during the **Operative Time**, **We** will pay the **Compensation** as specified in the **Schedule of Benefits**.

#### DISAPPEARANCE

If the **Insured Person's** body has not been found within 365 days after the date of disappearance, sinking or wrecking of the **Car** either on the ground or at sea in which the **Insured Person** was travelling at the time of the **Accident** during the **Operative Time**, **We** will presume that the **Insured Person** died from this **Accident**. This is subject to a signed undertaking by the **Insured Person's** legal representative that if this presumption is subsequently found to be wrong, any payment made under this **Policy** will be refunded to **Us** upon demand.

#### CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

1. This **Policy** will automatically terminate for the **Insured Person** when **Compensation** is paid under this **Benefit**.
2. Any **Compensation** payable under this **Benefit** shall be reduced by any amount paid or payable under 'Benefit 2. Permanent Disablement' Benefit during the **Insured Person's** lifetime for the same **Accident**.

#### EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

**We** will not pay under this **Policy** any claim arising from, resulting in or in connection with:

1. Endorsement 101: Extension of Cover to the Kingdom of Thailand and Endorsement 102: Extension of Cover to Kalimantan.

#### BENEFIT 2: PERMANENT DISABLEMENT

If the **Insured Person** sustains an **Injury** during the **Operative Time** that directly results in one of the Events listed in the Table of Events below within 365 Days from the date of the **Accident**, **We** will pay **Compensation** as specified in the Table of Events below.

#### TABLE OF EVENTS

Events	Injury resulting in:	Percentage of Compensation payable per Insured Person as specified in the Schedule of Benefits
1	Permanent Total Disablement	100%
2	Permanent Quadriplegia	100%
3	Permanent Paraplegia	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent Total Loss of sight of one eye	100%
6	Permanent Total Loss of two or more <b>Limbs</b>	100%
7	Permanent Total Loss of one <b>Limb</b>	100%
8	Permanent Total Loss of speech	75%
9	Permanent Total Loss of hearing in:	
	(a) Both ears	75%
	(b) One ear	15%
10	Permanent Total Loss of four <b>Fingers</b> and <b>Thumb</b> of either <b>Hand</b>	70%
11	Permanent Total Loss of four <b>Fingers</b> of either <b>Hand</b>	40%
12	Permanent Total Loss of one <b>Thumb</b> of either <b>Hand</b> :	
	(a) Both joints	30%
	(b) One joint	15%
13	Permanent Total Loss of any one <b>Finger</b> of either <b>Hand</b> :	
	(a) Three joints	10%
	(b) Two joints	7%
	(c) One joint	5%
14	Permanent Total Loss of <b>Toes</b> of either <b>Foot</b> :	
	(a) All <b>Toes</b> – one <b>Foot</b>	15%

	(b) Big <b>Toe</b> – both joints	5%
	(c) Big <b>Toe</b> – one joint	3%
	(d) Other than the Big <b>Toe</b> , each <b>Toe</b>	1%
15	Permanent disablement not otherwise provided for under Events 9 to 14 inclusive.	<b>We</b> will assess the percentage of the <b>Compensation</b> payable and shall have absolute discretion in determining such percentage, consistent with the Compensation provided under Events 9 to 14 inclusive. The maximum amount payable under Event 15 is 75% of the applicable <b>Compensation</b> as specified in the <b>Schedule of Benefits</b> .

**CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS**

1. The **Benefit** is payable only once for the same part of the body. For example, if the **Insured Person** sustains an **Injury** under Event 10 for the **Insured Person's** right Hand, **We** will not pay out under Events 11 to 13 for the same **Injury** on the **Insured Person's** right Hand.
2. The maximum **Compensation** payable under this **Benefit** regardless of the number of Events suffered, is 100% during the **Period of Insurance**.
3. This **Policy** will automatically terminate for the **Insured Person** involved when the maximum **Compensation** of 100% is paid to the **Insured Person** under this **Benefit**.
4. In the event the **Insured Person** suffers **Accidental** death in respect of the same **Accident** within 365 Days from the date of **Accident**, any **Compensation** payable under this **Benefit** shall be reduced from any amount paid or payable under 'Benefit 1. Accidental Death' Benefit.

**EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

**We** will not pay under this **Policy** any claim arising from, resulting in or in connection with:

1. Endorsement 101: Extension of Cover to the Kingdom of Thailand and Endorsement 102: Extension of Cover to Kalimantan.

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

*The events **We** do not cover are the exceptions listed below. These exceptions are specific to Section A - 1a (1) 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 - 1a (1).*

*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 an **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

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

Based on **Our** appointed adjuster's assessment and recommendation, it is **Our** opinion and at **Our** sole discretion that\* the damage to **Your Car** is so severe that it would not be safe to repair, **We** will declare **Your Car** as ATL or where the damage to **Your Car** is so severe that it would not be economical to repair, **We** will declare **Your Car** as 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 the event **Your Car** has been assessed as an **ATL**, **We** are obligated to report the **ATL** status of **Your Car** to the Road Transport Department within 5 working days\*\* from the date **Your Car** has been assessed by **Us** as an **ATL** whereby **Your Car** will be deregistered in line with Bank Negara Malaysia's Specifications on Handling of Actual Total Loss (ATL) and Beyond Economic Repair (BER) vehicles. Where an Authorised Automotive Treatment Facility ("AATF") is available, **We** shall send **Your Car** to the AATF within 5 working days upon deregistration. In the event **You** decide to withdraw **Your** claim, kindly ensure that **You** respond the same to **Us** forthwith before **We** report the **ATL** status of **Your Car** to the Road Transport Department.

*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 ATL/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 clause 37 and 38 of Part 1.

**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** (please see page 5 for explanation)

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.

**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.

This section explains how **We** will settle **Your** claim once **We** accept that it is payable under Section 1a (3):  
Personal Accident Cover

**1. Settlement Claim**

- Compensation** will be paid in accordance with the **Policy** terms and conditions. It can only be made once **We** has received the information it requires to investigate and verify the claim (including information supplied) and it is satisfied that the claim falls within the **Policy**. **Compensation** will generally be paid immediately unless the claim is for events like **Permanent Total Disablement** or for any periodic payment which will be paid according to the terms set out in the **Policy**.
- The **Compensation** for each **Benefit** is payable as shown in the **Schedule of Benefits**. Any

**Compensation** that **We** make under this **Policy** will not exceed the limit shown in the **Schedule of Benefits** for the claim event. **Compensation** under each **Benefit** is included only for the events specified in the **Schedule of Benefits**.

- (c) Unless otherwise specified in this **Policy**, payments or reimbursements will be made at **Our** sole discretion to the **Claimant**.
  - (d) In the course of **Our** claims process, the **Claimant** is to render full cooperation to **Us** and to **Our** appointed service providers, vendors and experts, including providing face to face interviews, if and when required.
- 2. **Compliance**  
The Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow a Doctor's advice and use such appliances or remedies as may be prescribed in the event of an Injury when claiming Compensation.
  - 3. **Burden of Proof**  
If **We** alleges that by reason of any of the exclusions listed, an event is not covered by this Policy, the burden of proving the contrary shall be on the Claimant.
  - 4. **Rights of Recovery**  
If **We** make a payment and subsequently is made aware that the claim is not payable, **We** have the right to recover the amount paid from the **Insured Person**.

### 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 RM500 for the necessary and reasonable costs to move **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 (see pages 18 and 19), B1b (see pages 21 and 22 and in Benefits listed under Section A - 1a (3).

### 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 or have paid any such claim to the Insured Person or to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**. In this event **We** will not refund any premiums paid and Your Policy will be invalid.

### 4. **Misstatement of Age**

If at the correct age the **Insured Person** would not have been eligible for cover under this **Policy**, no **Benefit** shall be payable, and **Our** liability shall be limited to the refund of the **Premium** paid without interest.

If at the time of claim, it is noted that the **Insured Person** has misstated their age and due to which a lower **Compensation** is applicable, **We** will determine at its sole discretion to either continue to cover the **Insured Person** on the applicable terms and conditions or terminate this **Policy**.

### 5. **Unlawful Purpose**

There is no cover under this **Policy** if:

- i. **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;
- ii. The **Insured Person** commits or attempts to commit any criminal or illegal act; or
- iii. There is any violation of a law.

### 6. **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)}.**

### 7. **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**).*

**8. 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**.

**9. War Risk**

There is no cover under this **Policy** for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:

- 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.

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

**10. Nuclear Risk**

There is no cover under this **Policy** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with nuclear, biological or chemical incidents. 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 nuclear fission or fusion;
- d. the use, handling or transportation of radioactive material.
- e. any nuclear explosion including all effects thereof or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel;
- f. the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof; or
- g. a terrorist, criminal or other malicious entity's dispersal or application of pathogenic or poisonous biological or chemical materials or the release of pathogenic or poisonous biological or chemical materials.

**11. 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**).*

**12. 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.

**13. 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.

From this point onwards, these exceptions only apply to Section A - 1a (3) Personal Accident cover.

We shall not pay under this **Policy** any claim arising from, resulting in or in connection with:

1. **Insured Person's:**
  - (a) **Pre-Existing Condition** or any complications arising from it;
  - (b) failure to follow medical advice given by a **Doctor**;
  - (c) pregnancy, miscarriage, abortion, childbirth, sterilisation, contraception as well as treatment for infertility or birth control treatments or any complications;
  - (d) congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
  - (e) mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance disorder, anxiety, stress or depression.
2. Any **Sickness**, except if the **Sickness** directly results from a medical or surgical treatment rendered necessary by an **Injury**.
3. Any **Injury** arising directly or indirectly due to osteoporosis.
4. Any sexually transmitted diseases, 'Acquired Immunodeficiency Syndrome' ("AIDS"), AIDS-related complex or, any infection by 'Human Immunodeficiency Virus' ("HIV") or any type of venereal disease.
5. The **Insured Person's** suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.
6. The **Insured Person** engaging in or participating in a strike, riot, or civil commotion.
7. The **Insured Person** engaging, practicing, training or participating in:
  - (a) any professional sports or any sports in which an **Insured Person** would or could earn or receive remuneration, donation, sponsorship or financial reward of any kind from engaging in such sport
  - (b) racing, stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered;
  - (c) any extreme sports or any activity that presents a high level of inherent danger (i.e., involving exceptional speed and height, some level of expertise, exceptional physical exertion, or highly specialised gear) or of personal risk.
  - (d) any naval, military or air force services, training exercise or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
8. Any deliberate provocation by the **Insured Person** against another person that results in the **Injury**.

#### **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:

- a. 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.

- b. 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.
- c. 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 an **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 / **Your** estate.*

If the **Insured Person** is involved in any **Incident** that could lead to a claim under Section A – 1a (3) of this **Policy**, **They** must do the following:

#### **1. Steps to make a claim**

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Step 1: The **Insured Person** must notify **Us** immediately after the event which could give rise to a claim.

- a. Call **Us** at 1800 88 8811 / 603 2118 0188; or
- b. Complete the Personal Accident & Health Claims Form and email it to [MYPAClaims@aig.com](mailto:MYPAClaims@aig.com).

Step 2: The **Insured Person** must prepare the relevant basic supporting documents according to the nature of claim as specified in the link: <https://www.aig.my/claims/personal-claims/personal-accident-claims>

Step 3: The **Insured Person** must submit the claims evidence to **Us** within 30 days after the event which could give rise to a claim under 'Claims Evidence / Information' to:

AIG Malaysia Insurance Berhad (200701037463)  
Claims Department,  
P O Box 11768  
50756 Kuala Lumpur  
Email: [MYPAClaims@aig.com](mailto:MYPAClaims@aig.com)

**We** may request for additional documents depending on nature and circumstances of the claim in which case **We** will contact the **Claimant**.

#### **2. Claim Evidence /Information**

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- a. **We** must be provided with all reasonable and necessary evidence required by **Us** to support a claim within 30 days after the date of **Accident** which leads to a claim. Information provided to **Us** to support a claim includes but is not limited to original reports, invoices and receipts, medical certificates and other documents (such as translation of a foreign-language document into the English language), confirmed by oath if necessary. If the information supplied is insufficient, **We** will confirm the additional information required.
- b. If **We** do not receive the information it requires within the time period advised, **We** may reject the claim or withhold payment until the information it requires has been received.
- c. Where medical certificates or reports are required, **We** will only accept original medical certificates or reports issued by a **Doctor**. For the avoidance of doubt, medical certificates or reports issued by other practitioners, including but not limited to Chinese physicians, will not be accepted.
- d. **We** may refuse to refund any expense for which the **Claimant** cannot provide original receipts or invoices.
- e. The **Claimant** may be required by **Us** to submit a medical examination by **Doctor(s)** appointed by **Us** before the initial or further **Compensation** can be paid.

- f. **We** may at **Our** expense arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

### 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** 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.

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. Sanctions**

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**8. Portfolio withdrawal condition**

**We** reserve the right to cancel the portfolio as a whole if **We** decide to discontinue underwriting this insurance product. If we decide to cancel the portfolio as a whole, 30 days written notice shall be given to **You** and **We** will run off all policies to expiry of the period of cover within the portfolio.

**9. Other Matters**

**We** will only be liable to indemnify **You** under this **Policy** if **You**:

- a. Comply with all the terms and conditions of this **Policy**. These conditions are also applicable to **Your Authorised Driver, Passenger(s)** and any legal representative who seek protection under this **Policy**;
- b. 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**;
- c. Take reasonable care to avoid and mitigate any situation that could result in a claim.
- d. 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
- e. Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

**10. Governing Law Jurisdiction**

This **Policy** is governed by the laws of Malaysia and any dispute or action in connection therewith shall be conducted and determined in Malaysia.

**11. Service Tax**

The amount of **Premium** payable for this **Policy** includes an amount on account of the service tax payable by the **Insured Person**. Service tax refers to any service tax, value added tax, goods and services tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever by whatever name known, which may from time to time be imposed or charged (including any increases or decreases to the rate) by any competent tax authority.

**12. Limitation of Time for Bringing Suit – only applicable to Section 1a (3): Personal Accident Cover**

No action at law or in equity shall be brought to recover on the **Policy** prior to the expiration of 90 days from the date **We** receive complete documents on the claim filed in accordance with the requirements of this **Policy**.

**13. Changes to Premium Payable**

- a. We may vary premium payable due to underwriting reasons. The new premium amount payable will take effect from the next renewal.
- b. If the changes to the premium made by **Us** are acceptable, **You** may choose to continue with the **Policy** at the new premium amount applicable.
- c. No coverage will be provided if premium payable in respect of this **Policy** is not paid by or on behalf of the **Insured Person**.

**14. Changes to Benefits under Section A - 1a (3)**

**We** reserve the right to amend the terms and conditions of the Benefits included under Section A.1.a.(3). by giving the **Insured Person**:

- (a) 30 days' written notice of such change; or
- (b) Immediate written notice of such change, if due to any government or statutory declaration which

impacts this **Policy**.

Important note:

- I. If the changes in terms or conditions by **Us** are acceptable to the **Insured Person**, then this **Policy** will continue. If the changes are not acceptable, the **Insured Person** may cancel this **Policy** under Section E- Condition No 3 on 'Cancellation'.
- II. No alteration to this **Policy** shall be valid unless approved in writing by **Our** authorised representative and reflected in an **Endorsement**.
- III. No agent or advisor has the authority to amend or waive any of the terms and conditions of this **Policy**.

**15. Renewal**

This **Policy** may be renewed at **Your** option subject to the terms and conditions of the **Policy** and payment of the premium **We** requires for the renewal. The premium for the renewal **Policy** must be paid on the premium due date. **Your** payment of the renewal premium and **Our** receipt and acceptance of such payment will constitute consent to renewal of this **Policy**.

The **Policy** is an annual **Policy**; therefore, the renewable **Period of Insurance** will be 12 consecutive months from the **Policy Start Date** unless otherwise notified in writing by **Us**.

Alternatively, **We** may elect to no longer renew this **Policy** due to underwriting reasons.

**16. Personal Data Use**

The Insured Person is deemed to have read, understood, and consented to the collection and subsequent processing of their personal information by the Company (whether obtained during the application process or administration of this Policy) in accordance with, the Company's Privacy Notice as from time to time published on the website at <https://www.aig.my/privacy-notice>. If the Insured Person submits information relating to other individuals, the Insured Person further represents and warrants that they have the authority to provide information relating to the other individuals to the Company, that the Insured Person has informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the other individuals agree and consent that the Company may collect, use and process his/her personal information in accordance with the Privacy Notice. The Insured Person reserves the right to obtain access, request correction or withdraw their consent to the use of any of their personal information held by AIG Malaysia. Such request can be made by writing to the Company at:

AIG Malaysia Insurance Berhad (200701037463)  
Attn: Customer Care Department  
P O Box 11768,  
50756 Kuala Lumpur.

Email: AIGMYCare@aig.com  
Phone: 1800-88-8811 / 603 2118 0188  
Fax: 603-21180288

**17. Currency**

- a) Premium: All premiums must be paid in Malaysian Ringgit.
- b) Claims: All payments will be made in Malaysian Ringgit. Settlement in foreign currencies will only be made if the **Insured Person** is not in Malaysia at the time of payment. The rate of exchange will be based on the prevailing exchange rate on the date of claim settlement as determined by Bank Negara Malaysia. The **Insured Person** will bear all the administration and conversion costs.

**18. Contractual Rights of 3<sup>rd</sup> Parties**

A person or any entity who is not a party to this **Policy** shall have no right to enforce any term of this **Policy**.

**19. Financial Services Act 2013**

The **Policy** is issued in Malaysia and is subject to the Financial Services Act 2013 and all rules, regulations, subsidiary legislation and government orders enacted thereunder.

**20. Nomination**

All benefits payable due to **Accidental** death of the **Insured Person** is payable to the nominee(s) elected by the **Insured Person** and in the event of failure of the **Insured Person** to nominate a nominee, to the **Insured Person's** estate. **Compensation** for all other benefits will be paid to the **Insured Person**. The process of claim including settlement will be handled directly between **Us** and the **Insured Person** whose

sole discharge will constitute full and final discharge of the claim lodged.

The original physical nomination form is a mandatory document required in the event of a claim. In the absence of the form, **We** will be guided by paragraphs 8 and 9 of Schedule 10 of the Financial Services Act 2013 when paying policy monies upon death of an **Insured Person**.

The **Insured Person** is encouraged to appoint a nominee to expedite processing of policy payments with minimal administrative documents. This nomination form is available for download at <https://www.aig.my/content/dam/aig/apac/malaysia/documents/others/beneficiary-nomination-form.pdf> and the original executed form should be submitted to **Us** at the address provided below or to insurance agent (if applicable):

AIG Malaysia Insurance Berhad  
P O Box 11768,  
50756 Kuala Lumpur

#### **21. Automatic Termination of Benefits**

Cover for **Benefits** listed under Section A - 1a (3) of this **Policy**, will automatically terminate for the **Insured Person** on the date:

- (a) of the **Insured Person's** death, from any cause;
- (b) the **Insured Person** attains the maximum age as stated under section 'Eligibility';
- (c) the **Insured Person** ceases to satisfy any of the eligibility requirements as stated under section 'Eligibility';

#### **22 . 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: Endorsements - applicable only if the Endorsement number is printed in the Schedule**

*The following is a list of additional terms and conditions (known as **Endorsements**) that **We** may impose on **You** or optional covers available that **You** may want to add to **Your** basic **Policy** by paying additional premium. Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Policy**.*

#### **J6.01 – Endorsement 1: Excess All Claims** (please see page 5 for explanation and page 8 for definition)

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.

#### **J6.02 – Endorsement 2: Excess Damage Claim** (please see page 5 for explanation and page 8 for definition)

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.

#### **J6.07 – 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:

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

**J6.08 – 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.

**J6.09 – 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.

**J6.11 – 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.

#### **J6.12 – 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 a 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.

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.

#### **J6.14 – 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.

#### **J6.15 – 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.

#### **J6.23 – 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.

**J6.24 – Endorsement 3(p): Third Party Only Insurance** (please see pages 2 - “What is Covered?”)

The cover that **You** have chosen for **Your Car** is limited to ‘Third Party’ insurance only. This means that **We** will not pay for any loss or damage to **Your Car**. For that reason Section A is deleted and only Section B coverage has been purchased and is available to **You**.

**J6.44 – 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:

- a. **We** make a payment for a claim under this endorsement;
- b. the ownership of this **Policy** is transferred to another party; or
- c. **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.

**J6.45 – 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.

**J6.46 – 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.

#### **J6.47 – 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.

#### **J6.48 – Endorsement 3(q): Third Party, Fire and Theft Insurance** *(please see pages 2 - “What is Covered?”)*

The cover that **You** have chosen for **Your Car** is called ‘Third Party, Fire and Theft’ insurance. This means that the cover provided to **Your Car** under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason all the remaining covers under Section A1a are deleted and Section B coverage has been purchased and is available to **You**.

#### **J6.49 – Endorsement 113: Reference to Motor Vehicle Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by **Us** 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**.

#### **J6.51 – 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**.

#### **J6.52 – 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**’.

#### J6.53 – 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.

#### J6.54 – Endorsement 24(d): Reliability Trials, Competitions etc. (Third Party Cover Only)

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** shall cover legal liability while **Your Car** 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.

#### J6.55 – 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.

#### J6.56 – 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.

#### J6.57 – Endorsement 102: Extension of Cover to Kalimantan

In consideration of the payment of additional premium by **You** to **Us**, the geographical area of this **Policy** is extended to include 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.

#### J6.58 – 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

#### **J6.59 – 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**.

#### **J6.60 – Cash Compensation – Total Loss & Natural Disaster**

**We** will pay a one-time cash **Benefit** as specified in the **Schedule** to **You** if:

- a) **Your Car** is subject to **Total Loss** due to **Accident**; and/or
- b) **Your Car** is damaged due to a **Natural Disaster** or fire.

**We** retain absolute discretion to determine whether an event/occurrence may be considered a natural disaster for the purposes of interpreting this **Policy**.

##### **Coverage Exclusions:**

The **Policy** shall not apply to any event directly or indirectly arising out of:

- a) Any damage to **Your Car** from causes other than those expressly stated as covered in the scope of coverage above;
- b) Quarantine or condemnation of **Your Car** due to the spread of infectious disease, unpleasant odors, allergies or any other health related hazards;
- c) Pollution or contamination, either actual or alleged;
- d) Mold, fungus or wet rot;
- e) Damage or loss caused by a known pre-existing condition of **Your Car**;
- f) Neglect or failure to take reasonable care to prevent physical destruction or loss of **Your Car** immediately before or after the occurrence of a declared natural disaster; and/or
- g) Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

#### **J6.61 – Daily Cash Allowance**

**We** will reimburse **You** the cash **Benefit** as specified in the **Schedule** for **Your** out-of-pocket expenses whilst **Your Car** is in **Approved Repairer** to undergo repairs due to an **Accident** subject to the following:

- a) We will only cover **You** up to a maximum of 10 consecutive days calculated beginning from the date **Your Car** arrives at **Approved Repairer** to undergo repairs; and
- b) **Your Car** must be sent for repairs at any **Approved Repairer** within 7 days of the **Accident**.

##### **Coverage Exclusions:**

This **Policy** will not entertain any claim(s) under any of the following situations:

- i. If there is no corresponding claims payable under Section A of the **Policy**.
- ii. If the claim under Section A of the **Policy** is declined by **Us**.
- iii. If **Your Car** is determined to be a **Total Loss** or beyond economical repair.
- iv. Arising directly or indirectly from flood, storm damage, falling object, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under the **Policy**.
- v. Defective design or defective repairs, and in any way unconnected with a road **Accident**.
- vi. Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

#### **J6.62 – Key Replacement**

**Our** liability under this section in respect of any one **Period of Insurance** shall not exceed the amount as stated in the **Schedule** and claimable only once during a **Period of Insurance**.

1. Key Replacement – **We** will reimburse **You** for the cost of replacing **Your Car** keys which are lost or stolen. The covered cost is limited to the money **You** paid to a locksmith or car dealership to produce a new key.
2. Break-in Protection – **We** will reimburse **You** for the cost of replacing locks and keys if **Your Car** is unlawfully **Broken Into**. The covered costs include the labor cost for replacing the lock.
3. Lock Out Reimbursement – **We** will reimburse **You** for the cost of obtaining a locksmith or towing company within Malaysia, to transport **Your Car** to the nearest car dealership to unlock **Your Car** if **You** are locked out of **Your Car** due to the loss of keys as a result of **Theft** or **Robbery** or the accidental locking in of **Your Car** keys in **Your Car**. **We** will also pay an inconvenience allowance of RM 200 to **You** as part of the overall limit of this benefit should it necessitate the breaking of the glass to retrieve the keys.
4. **Our** total maximum liability for all the above coverages (Key Replacement, Break-in Protection and Lock Out Reimbursement) shall not exceed the limit stated on **Schedule**.

For **Break-in** protection claims, there must be visible evidence of forcible entry to **Your Car** and **You** must provide an official police report that indicates the details of the incident within the covered time frame in order for **Us** to pay the claim.

#### Coverage Exclusions:

**We** shall not be liable for:

- i. The deductible/excess of RM50;
- ii. Replacement costs of keys and/or locks of motor vehicles that **You** do not own for personal use;
- iii. Losses that do not occur within the **Period of Insurance**;
- iv. The cost to replace keys to a boat, airplane, motorcycle, recreational vehicles and/or campers that **You** own;
- v. Losses that result from, or are related to, business pursuits including **Your** work or profession;
- vi. Losses caused by **You** or **Your Relatives'** illegal acts;
- vii. Losses that **You** have intentionally caused;
- viii. Losses that result from the intentional actions of **Your Relative**, or actions that **Your Relative** knew of or planned;
- ix. Losses due to the order of any government, public authority, or customs official; and/or
- x. Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

#### J6.63 – Transportation Fare

In the event of an **Accident**, **We** agree to pay **You** for taxi services incurred by **You**, while **Your Car** is being repaired after being damaged by an insured peril provided that the **Own Damage** claim is payable under the private car **Policy**. **Our** liability under this section shall not exceed the amount as stated on the **Schedule**.

#### J6.64 – Total Car Body Paint

In the event of an **Accident**, should **Your Car** require a full body spray painting after the repair is done, **Our** liability is limited to the amount as stated in the **Schedule**. This coverage is applicable:

- a) irrespective of age of vehicle; and
- b) in the event that a corresponding **Own Damage Accident** claim which involves re-painting of the damaged part does not allow for the spray-painting of the whole vehicle in its repair approval.

#### Coverage Exclusions:

This **Policy** will not entertain any claim(s) under any of the following situations:

1. If there is no corresponding claims payable under Section A of the comprehensive private car **Policy**.
2. Arising directly or indirectly from flood, storm damage, falling object, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under the corresponding comprehensive private car **Policy**.
3. Defective design or defective repairs, and in any way unconnected with a road **Accident**.
4. Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

#### J6.65 – Tyres and Rims Repair/Replacement

**We** agree to repair or replace the tyres or rims of **Your Car** in the following situations:

- a) tyres may be replaced if any of the tyres are accidentally damaged due to potholes, road debris, kerbs or blowouts; and/or
- b) wheel rims may be replaced if any of the wheel rims accidentally cracked, warped or misshapen by potholes, kerbs and road debris;

subject to the terms and conditions of this **Policy**.

**Our** liability under this section:

- a) shall not exceed the amount stated on the **Schedule**;
- b) will reduce per each claim(s) amount during a **Period of Insurance** upon settlement of each claim;
- c) will cease once the sum insured is exhausted within the same **Period of Insurance**; and
- d) is subject to the availability of the same brand and model of tyre and/or wheel rim that needs to be replaced. If the same brand and model of tyre and/or wheel rim is not available, **We** will replace the tyre and/or wheel rim with a tyre and/or wheel rim of the closest quality and value.

**DEPRECIATION:** In the event of a replacement of a tyre or wheel rim under this policy, a Depreciation Scale will be applied to the replacement tyre value. The percentage of depreciation applied to the original purchase price of the tyre is as follows:

- 1<sup>st</sup> to 12<sup>th</sup> month from the date of manufacture of the insured tyre: 15%
- 13<sup>th</sup> to 24<sup>th</sup> month from the date of manufacture of the insured tyre: 35%
- 25<sup>th</sup> to 36<sup>th</sup> month from the date of manufacture of the insured tyre: 50%

#### **Coverage Exclusions:**

**We** will not cover damage to the tyres and/or wheel rims as a result of:

- a) a motor vehicle collision, unless the damage to the tyres and rims following the collision is not covered under the comprehensive motor policy;
- b) manufacturer's defect, dry rot, fissure;
- c) subsequent claim after the sum insured has exhausted.
- d) damage to tyre over 36 months old from date of manufacture;
- e) the costs of mounting, aligning and balancing replacement tyres;
- f) punctures resulting from a road traffic **Accident**, fire or theft;
- g) damage to the tyre caused by pollution, hydrocarbons or other corrosive liquids, or contamination of any kind;
- h) damage caused by incorrect wheel alignment, balance, defective steering or defective suspension, or using the tyre at the incorrect pressure.

**We** will not entertain any claim(s) under any of the following situations:

- a) damage resulting from misuse or abuse of the tyre or **Your** wilful negligence;
- b) the replacement of tyre and wheel rims due to noise, vibration, wear, poor performance or control on the **Road**, or a slow puncture that has not resulted from **Accident**;
- c) the fee for an estimate of replacement incurred by **You** without **Our** prior consent;
- d) tyres that are not approved for **Road** use including those where the state of wear is not compliant with the tyre manufacturer's recommendation or is in excess of the standards set by local regulations;
- e) damage or loss resulting from civil or professional liability;
- f) consequential damages of any kind;
- g) damage resulting from sporting activities such as competitions, rallies or where the vehicle is being driven off-road or on a race track;
- h) damage covered by a manufacturer warranty or insurance covering the full repair or replacement of the tyre;
- i) replacement of other tyres and/or rims which are not damaged;
- j) claims resulting from vandalism where the incident has not been reported to the police.

#### **Claim Procedures:**

In order to exercise **Your** right to make a claim under this **Policy**, **You** must:

- a) Call **Us** within 7 days from the date the tyre or wheel rim is damaged to obtain a claim form and instructions on how to proceed with a claim;
- b) In the event of vandalism, a police report must be filed within 24 hours of discovery of the vandalism.
- c) Make available to **Us** the damaged tyre and/or wheel rims for a maximum period of 30 days from making the original claim:



- d) Complete, sign and return a claim form to **Us** with the following documents, within 30 days of making the original claim:
- the original invoice showing the purchase of the insured tyre
  - the police report regarding the damage caused by vandalism.
  - any other supporting documents required by **Us**.

**Your** refusal to accept the replacement tyre and/or non-submission of the above items may result in the denial of compensation.

#### J6.66 – Waiver of Betterment

In the event of **Accident**, **We** will pay for the cost incurred in replacing **Your Car's** damaged parts with a new original parts. The coverage is applicable:

- a) if **Your Car** is between 5 and 15 years old;
- b) when coverage is invoked to pay for the betterment factor that is applied in a corresponding **Own Damage Accident** claim, due to the age of the vehicle.
- c) the vehicle is repaired at an Approved Repairer at the time of accident and subject to the actual expenses incurred. Original bills/receipt must be furnished.

#### Coverage Exclusions:

This **Policy** will not entertain any claim(s) under any of the following situations:

1. If there is no corresponding claims payable under Section A of the comprehensive private car **Policy**.
2. Arising directly or indirectly from flood, storm damage, falling object, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under the corresponding comprehensive private car **Policy**.
3. Defective design or defective repairs, and in any way unconnected with a road **Accident**.
4. Second and subsequent claims under the **Policy** within the same **Period of Insurance** unless reinstated by payment of a further additional premium.

#### J6.67 – Vehicle Break-In

Subject to a police report being lodged within 24 hours from an occurrence, unless **You** are physically unable to do so, **We** will reimburse **You** for loss of **Personal Valuables** kept in **Your Car**, caused by **Robbery** or **Break-in**.

**Our** liability under this coverage in respect of any one **Period of Insurance** shall not exceed the amount as stated in the **Schedule**, per claim up to a maximum of 2 claims per **Period of Insurance**. An excess of RM 50 or 10% of the claim amount whichever is higher will apply for each and every claim.

#### Coverage Exclusions:

**We** shall not be liable for:

- a) Loss, damage or deterioration of **Personal Valuables** arising from normal wear and tear or other gradually operating causes or occasioned by any process of cleaning, dyeing or renovating or climatic or atmospheric conditions;
- b) Loss of or damage to **Your Personal Valuables** directly or indirectly from:
  - i) Intentional or malicious acts or gross negligence or carelessness by **You**;
  - ii) Mislaying, misplacing or mysterious disappearance;
  - iii) Marring, scratching, peeling of paint or any other damage to the appearance of the **Personal Valuables** not resulting in loss of its function.
- c) Loss caused due to **Theft** of any of **Your** property by a fraudulent scheme, trick, device or false pretense;
- d) Loss as a result of pick-pocketing; and/or
- e) Loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

#### J6.68 – Car Loan Support

In the event of **Total Loss** of **Your Car** due to **Accident**, **Theft** or fire occurring during the **Period of Insurance**, **We** will cover any financial loss resulting from the difference between:

- (a) the **Outstanding Balance** of the financing or hire-purchase contract on **Your Car** made between **You** and the **Lender**; and
- (b) the claim payment for **Total Loss** under the private car **Policy** as of the date of **Total Loss**.

**Our** liability shall in no event exceed the **Sum Insured** stated in the **Schedule**.

**We** shall not be liable under this coverage for such financial loss if the loss of **Your Car** is not covered under the private car **Policy**. **We** shall pay for the financial difference only after payment is made under the private car **Policy** for the loss of **Your Car**.

For the purpose of claim payment computation, if **We** have settled **Your** claim by replacement with a new vehicle, **We** shall use the value of the replacing vehicle as a basis for computation of the claim payment under this coverage. If **You** have agreed to accept **Our** claim settlement offer under the private car **Policy** and the amount of such settlement is much lower than the market value of **Your Car**, **We** reserve the right to adjust the loss based on the market value of **Your Car** as of the **Date of Loss**.

**Coverage Exclusions:**

This **Policy** does not cover any financial loss resulting directly or indirectly from the following:

- i. Financial penalty or charges to be paid if **You** are in breach of the financing or hire-purchase contract.
- ii. Security deposit retained by the **Lender** in relation to the financing or hire purchase contract between **You** and **Lender**.
- iii. Cost or premium paid for the private car **Policy** or any other insurance policies to be effected before a loan is granted as required by the financing or hire-purchase contract.
- iv. Balances carried over from any previous loan for the purchase or hire-purchase of a vehicle.

**Claims Procedure:**

In case of any event which may give rise to a claim under this **Policy**, **You** must notify **Us** within 30 days from the date of such event.

**You** shall submit **Your** claim in writing and provide the following documents in support of the claim:

- i. Evidence of claim settlement made to **You** under the private car **Policy** in case of a total loss.
- ii. Copy of sales invoice issued to **You** upon the purchase of **Your Car**.
- iii. Copy of financing contract or hire-purchase contract on **Your Car**.
- iv. Copy of the bill sent by the **Lender** or the hire purchase owner to **You** stating the **Outstanding Balance**.
- v. Copy of police report if **Your Car** has been subjected to **Theft**.
- vi. Claims Form duly completed.

**J6.71 – Waiver of Compulsory Excess for Unnamed Driver**

**We** will waive the **Compulsory Excess** if at the time of **Incident**, the person driving **Your Car** is an **Unnamed Driver**.

However, this waiver shall not be applicable if at time of **Incident**, **You** or **Your Authorised Driver**:

- a) is under 21 years old; and/or
- b) holds a provisional (P) or learners (L) driving licence.

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