

ENHANCED PRIVATE CAR POLICY

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 Section F on pages 16 to 22 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 38 (excluding the italic texts);
- the information you provided us when you applied for this insurance;
- the Schedule;
- the Endorsements attached to the policy; and
- the Certificate of Insurance (CI).

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

Duty of Disclosure

A. Consumer Insurance Contract

Where you have applied for this insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

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

B. Non-Consumer Insurance Contract

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

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

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

- declare your policy void from inception (which means treating it as invalid), and we may not return any premium;
- cancel this policy and return any premium less our cancellation charge or recover any unpaid

premium;

- remove one or more named drivers from your policy and adjust your premium accordingly;
- recover any shortfall in premium;
- not pay any claim that has been or will be made under the policy; or
- be entitled to recover from you the total amount of any claim already paid under the policy or any claim we have to pay because of any relevant road traffic legislation, plus any recovery cost.

What is covered?

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

Page	Basic Cover:	Comprehensive	Third Party, Fire and Theft	Third Party Only
6 to 9	Section A: Loss or Damage to Your Own Car			
6 to 7	1. a. Events We Cover			
	(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
6 to 7	1. b. Events We Do Not Cover	✓	✓	X
7 to 9	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
9	3. Towing Costs (to a repairer or safe place)	✓	✓	X
9 to 10	Section B: Liability to Third Parties			
9	1. a. What is Covered (by this section)	✓	✓	✓
9 to 10	1. b. What is Not Covered (by this section)	✓	✓	✓
9	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
10	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
10	4. Maximum Legal Costs (if approved)	✓	✓	✓
10	5. Rights of Recovery	✓	✓	✓
11	Section C: No Claim Discount	✓	✓	✓
11 to 13	Section D: General Exceptions (what is not covered by the policy)	✓	✓	✓
13 to 16	Section E: Conditions (terms that you must comply with)	✓	✓	✓
16 to 22	Section F: Definitions (explains the words in bold)	✓	✓	✓
21 to 38	Section G: 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 three sections where you can find them:

- Section A1b – see 'Events We Do Not Cover' (pages 6 and 7): applicable to Comprehensive policy only.
- Section B1b – see 'What is Not Covered' (pages 9 and 10): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.
- Section D – see 'General Exceptions' (pages 11 to 13): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.

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 7)};
 - strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 12)}; and
 - use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 12)}.
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 11 to 13) such as:
 - war, nuclear fission or fusion;
 - risks that are against public policy or against the law; and
 - drunk driving.

How can your car be used?

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

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

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

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

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

Who can drive your car?

- Practically anyone can drive your car as long as the driver:
 - has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {see exclusion on Unlicensed Drivers in Section D – 'General Exception 1' (page 11)};
 - has your permission to drive (see definition of Authorised Driver in page 16); 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 4). 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 22 to 23), which provides a limited cover for your liability for death or bodily injury of passengers.

When is your cover effective?

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

How much should you insure your car 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 17). 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 8).

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

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

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

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

What is No Claim Discount (“NCD”)?

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

What is an Excess?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your policy. Note that there is also the Compulsory Excess (see page 8) where you have to bear an additional excess of RM400 if you or the person driving your car:

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

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

Do’s and Don’ts – after you have had an accident or theft

- **Do:**
 - Call **Accident Assist Call Centre (AACC) 24 hours** nationwide insurance road accident Helpline number **1-300-22-1188** or **15-500** for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;
 - inform us as soon as possible about any incident which may give rise to a claim;
 - report all accidents to the police within 24 hours as required by law;
 - submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;
 - remove your car to a PIAM Approved Repairer or our approved panel repairer for repairs or windscreen repairs or replacement;
 - fully fill up the relevant sections of your claim form – do not put “refer to police report”; and
 - if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing. Your NCD entitlement

will not be affected and you can claim the excess that you had paid from the insurer of the third party.

- **Don't:**
 - *negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 14); and*
 - *authorise repair without our consent (see Condition 2f in page 14).*

Condition 2 of your policy (see page 13) spells out the do's and the don'ts after an accident or theft in more detail.

PRIVATE CAR POLICY

Our agreement with You

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

Consumer Insurance Contract

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

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

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

Non-Consumer Insurance Contract

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

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

Section A: Loss or Damage to Your Own Car

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

1a: Events We Cover

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

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

1b: Events We Do Not Cover

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

We will not pay for the following losses:

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

1a: Events We Cover

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

- (vii) burglary, housebreaking or theft;
- (viii) malicious act; or
- (ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:
 - 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**).

1b: Events We Do Not Cover

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

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

2: Basis of Settlement

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

a. **If Your Car is Repairable**

If in **Our** opinion **Your Car** is economical to repair, **We** have the option to:

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

b. If Your Car is not Repairable

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

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

c. Replacement Parts

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

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

d. The Maximum Amount We will Pay You

If **Your Car** is BER or stolen and not recovered, the amount payable under the **Policy** will be the **Market Value** at the time of the loss or the **Sum Insured** as shown in the **Schedule**, whichever sum is the lesser. Upon **Our** payment of the said amount, this **Policy** shall be automatically terminated. The **Market Value** is to be determined according to clauses 19 and 20 of Section F.

e. Under-Insurance

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

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

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

f. Betterment

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

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

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

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

g. Compulsory Excess (please see page 4 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; or

- is not named in the **Schedule** as **Named Driver**.

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

For additional premium, **We** will waive the **Compulsory Excess** if at the time of **Incident**, the person driving **Your Car** is an **Unnamed Driver (Endorsement J6.71)**.

3: Towing Costs

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

Section B: Liability to Third Parties

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

1a: What is Covered?

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

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

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

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**).*

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**;

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.

1b: What is Not Covered?

- 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) ***Your 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.

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 6 and 7) and B1b (see pages 9 and 10).

1. Unlicensed Drivers

There is no cover under this **Policy** if **You** or **Your Authorised Driver** do not have a valid driving licence to drive **Your Car**. This will not apply if **You** or **Your Authorised Driver** have an expired licence but are not disqualified from holding

or obtaining such driving licence under any existing laws, by-laws and regulations.

2. Alcohol, Drugs and Other Intoxicating Substances

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

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

3. Fraud and Exaggerated Claims

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

4. Unlawful Purpose

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

5. Use for Racing etc.

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

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

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

6. Use Outside Malaysia

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

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

7. Failure to take Precaution

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

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

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

8. War Risk

There is no cover under this **Policy** for any 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**).*

9. **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 operations using the nuclear fission or fusion process, or handling of radioactive material. 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; or
- d. the use, handling or transportation of radioactive material.

10. **Convulsions of Nature**

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

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

11. **Contractual Liability**

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

12. **Unauthorised Driver**

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

Section E: Conditions - These apply to the whole Policy

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

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

Conditions Precedent to Policy Liability

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

1. **Duty of Disclosure**

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

A. Consumer Insurance Contract

Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

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

B. Non-Consumer Insurance Contract

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

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

2. Accidents and Claims Procedures

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

- 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 any of **Our** approved **Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Car** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Policy** if **You** breach this condition.
- f. **You** must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Policy**.

You must not do any of the following:

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

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

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

3. Cancellation

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

1. 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.

2. 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**

- a. **You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Car** during the **Period of Insurance**.
- b. 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** 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 any situation that could result in a claim. This **Policy** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
- d. Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

10. **Prevalent Policy Wording**

For avoidance of doubt, the English version of this **Policy** wording will prevail over the Bahasa Malaysia version at all times.

Section F: Definitions of words highlighted in the Policy

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

F1. General Definitions

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**

This refers to the standard factory-fitted tools of the **Car** including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the **Schedule**.

2. **Accident**

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**.

3. **Act of Terrorism**

This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, 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.

4. **Adjuster**

This refers to a person or entity registered under the Financial Services Act 2013 who is appointed by **Us** to investigate the cause and circumstances of a loss and to determine the amount of loss.

5. **Authorised Driver**

This refers to any person who drives **Your Car** with **Your** consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.

- 6. Benefits**
A monetary entitlement reimbursed to **You** in accordance with this **Policy** terms and conditions.
- 7. Break-in/ Broken Into**
Means the illegal forced entry into **Your Car** with visible evidence of forcible entry.
- 8. Car**
This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and **Accessories** fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.
- 9. Certificate of Insurance**
This certificate is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Policy** is issued.
- 10. 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".
- 11. 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".
- 12. Date of loss**
Refers to the date when the **Accident/Incident** occurs.
- 13. Endorsement**
This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Policy**.
- 14. Excess**
This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.
- 15. Household**
This refers to all members of **Your** or **Your Authorised Driver's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.
- 16. Incident**
Any event which could lead to a claim under this **Policy**.
- 17. Lender**
Means the person or corporate entity who is the lender or owner of **Your Car** providing the hire-purchase facility to **You**.
- 18. Limitations as to Use**
According to **Your Certificate of Insurance (CI)**, **Your Car** can only be used for "Social, domestic and pleasure purposes and for the policyholder's business". The **CI** also states that "The **Policy** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".
- 19. Market Value**
This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to

Your Car at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** purchased this **Policy**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Insured** then the **Market Value** would be based on that valuation system as described in clause 15 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Car** in the event of dispute would be determined by the Head Office of the **Car** franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster** registered under the Financial Services Act 2013, agreed by both **You** and **Us**.

20. Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Market Value** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **Sum Insured** to avoid the consequences of under-insurance as described in Section A2e. Alternatively, **You** may choose to determine the **Sum Insured Yourself** but **You** would be subject to Section A2e if **You** are under-insured.

21. Minimum Premium

The minimal premium described in the **Schedule**.

22. Named Driver

This refers to the persons named in the **Policy** who are authorised by **You** to drive **Your Car**. The compulsory excess of RM400 stated in Section A2g will not apply if **Your Car** is driven by a **Named Driver** provided they hold a valid full driving licence of the relevant type and are not disqualified to drive by law or for any other reason and are above the age of 21 years at the time of the **Incident**.

23. Natural Disaster

. Shall 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 two (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.

24. Ombudsman for Financial Services (OFS)

This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Policy** as an alternative to the courts.

25. 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**.

26. 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.

27. Panelshop

Refers to the approved car repairers empanelled by **Us** under **Our Auto Panelshop** Scheme. As the list may change from time to time, the **Panelshop** listed at the time of the **Accident** will apply.

28. Period of Insurance

The period shown in the **Schedule** when the cover provided by this **Policy** is operative. Cover is only valid from the actual time of purchase of the insurance **Policy** or from when **You** and **We** agree that cover should commence.

29. Personal Handheld Electronic Equipment

Shall refer 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.

30. Personal Valuables

Shall refer 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**.

31. Policy

Policy includes the **Schedule**, the **Certificate of Insurance** and all **Endorsements** specifically listed in the **Schedule**.

- 32. 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.
- 33. Repairer**
This refers to motor repair workshops approved by **Us** or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that **We** have given **You** a special permission to use, for a claim.
- 34. 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”.
- 35. 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.
- 36. Schedule**
This document shows **Your** name and address, the **Period of Insurance**, the sections of this **Policy** which apply, the premium **You** have paid, the **Car** which is insured, the **Sum Insured** and details of any extensions or **Endorsements**.
- 37. Sum Insured**
This is the maximum that **We** will pay **You** for a claim under Section A. This amount is shown in the **Schedule**. The **Sum Insured** must be sufficient to cover the cost to replace **Your Car** in the event of an **Accident** or **Incident** that completely destroys it.
- 38. 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.
- 39. Total Loss**
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 or beyond economical repair and the Insurer has 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**.
- 40. Unnamed Driver**
Shall mean any person who is not named as a **Named Driver** in the **Policy** but is authorized by **You** to drive **Your Car**.
- 41. We, Our, Us**
This refers to AIG Malaysia Insurance Berhad (795492-W).
- 42. You, Your, Yourself**
This refers to the policyholder or person described in the **Schedule** as “the Insured”.

F2. Specific Definitions applicable only for J6.69 – Personal Accident & Passengers Protection and J6.70 – Passengers Protection.

- 1. Accident/Accidental**
Shall mean a sudden, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the Period of Insurance.
- 2. Activities of daily living**
Definitions attributed to the following words in the insurance cover are:
- a) dressing means 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;
 - b) feeding means the ability to feed oneself food after it has been prepared and made available;
 - c) mobility means the ability to move indoors from room to room on level surfaces;
 - d) toileting means the ability to use the lavatory or manage bowel and bladder function through the use of

- protective undergarments or surgical appliances if appropriate;
- e) transferring means the ability to move from a bed to an upright chair or wheelchair and vice versa; or
- f) washing means the ability to wash in the bath, or shower or wash by other means.
3. **Date of loss**
Refers to the date when the **Accident** occurs.
4. **Disability**
Shall mean all **Injuries** and complications sustained, related or due to the same **Accident**.
5. **Doctor**
Shall mean a medical practitioner who is currently registered, licensed and qualified to practice contemporary western medicine within the scope of expertise in the geographical area and jurisdiction where medical services are provided and is certified by the appropriate health authorities in an area of medical specialty, provided that such medical practitioner is not the:
- a) **Insured Person**, the **Insured Person's** business partner or the **Insured Person's** agent; and
- b) **Insured Person's** legal spouse, children, parent and their siblings, parent-in-law, son or daughter-in law, grandparent, grandparent-in-law, grandchildren, sibling, sibling-in-law, niece or nephew.
6. **Effective date**
Shall mean the date this insurance coverage starts on the date shown in the **Policy Schedule**.
7. **Hospital**
Shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients and which:
- a) has facilities for diagnosis and major surgery;
- b) provides 24 hours nursing services by registered and graduate nurse(s),
- c) is under the supervision of a **Doctor**; and
- d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
8. **Hospitalization**
Shall mean admission to a **Hospital** as a registered in-patient for **Medically Necessary** treatments for a minimum period of 24 consecutive hours upon the recommendation of a **Doctor** for a covered **Disability** sustained by the **Policyholder**. For the avoidance of doubt, hospitalization shall be evidenced by daily boarding charges imposed by a **Hospital**.
9. **Injury**
Shall mean bodily **Injury** caused solely by an **Accident** and does not result from an **Illness**.
10. **Insured Person** (for the purpose of J6.69 – Personal Accident & Passengers Protection)
Shall mean:
- a) the individual named as the **Policyholder** that appears in the **Policy Schedule**; and
- b) any individual who is a **Passenger** or **Authorized Driver**, other than the **Policyholder**.
11. **Insured Person** (for the purpose of J6.70 – Passengers Protection)
Shall mean the **Policyholder** and/or **Passenger** and/or **Authorised Driver** while getting into, travelling in or getting out of a **Motor Vehicle** in Malaysia, Singapore and/or Brunei.
12. **Illness**
Shall mean a physical condition marked by a pathological deviation from the normal healthy state.
13. **Loss**
Shall mean **Permanent** total loss of use or **Permanent** total loss by physical severance (separation).
14. **Loss of fingers or toes**
Shall mean the complete severance of the finger or toe through or above the metacarpophalangeal joint or metatarsophalangeal joint.
15. **Loss of hearing**
Wherever used in this policy shall mean permanent irrecoverable loss of hearing where:
- If a dB = Hearing loss at 500 Hertz If
- If b dB = Hearing loss at 1000 Hertz If

c dB = Hearing loss at 2000 Hertz If
d dB = Hearing loss at 4000 Hertz
1/6 of (a+2b+2c+d) is 80dB

- 16. Loss of limb**
Shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above ankle.
- 17. Loss of sight**
Shall mean the total, absolute and irrecoverable loss of sight.
- 18. Loss of speech**
Shall mean the **Disability** in articulating any 3 of the 4 sounds which contribute to the speech (i.e. the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds) or total loss of vocal cord or damage of speech center in the brain resulting in the inability to speak.
- 19. Loss of use**
Shall mean **Permanent** limitation in function in relation to limb or organ following an **Injury**.
- 20. Medically Necessary**
Shall mean 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**.
- 21. Motor Vehicle**
Shall mean:
a) any passenger-type automobile private vehicle and it's registration certificate is held in the name of the **Policyholder**; and
b) is the vehicle stated in the **Policy Schedule**; and
c) excludes all motorcycles and vehicles used for business purposes including public conveyances.
- 22. No claim discount (NCD)**
Shall mean the applicable discount on the premium applicable for the **Motor Vehicle's** insurance cover at the **Date Of Loss**.
- 23. Passenger/s**
Shall mean:
a) any individual who is a **Passenger** of the **Motor Vehicle**, other than the **Policyholder**, while getting into, travelling in or getting out of a **Motor Vehicle**;
b) who are 1 to 80 years; and
c) limited to the number based on the seating capacity stated in the **Motor Vehicle's** registration card.
- 24. Permanent**
Shall mean lasting 6 consecutive months from the **Date of Loss** and at the expiry of that period, be beyond any hope of improvement.
- 25. Permanent total disablement**
Shall mean the **Permanent** inability to perform at least 3 **Activities of Daily Living**.
- 26. Period of insurance** (for the purpose of J6.69 – Personal Accident & Passengers Protection)
Shall mean the duration for which the **Insured Person** is insured for (subject to the terms, conditions and exclusions set out in this policy) and shall be as follows:
a) For the **Policyholder**: 24 hours coverage within the period specified in the **Policy Schedule**;
b) For **Passengers**: while getting into, travelling in or getting out of a **Motor Vehicle** during the **Period of Insurance**.

27. **Period of insurance** (for the purpose of J6.70 – Passengers Protection)
Shall mean the duration for which the **Insured Person** is insured for (subject to the terms, conditions and exclusions set out in this policy) while getting into, travelling in or getting out of a **Motor Vehicle** during the **Period of Insurance**.
28. **Policyholder**
Shall mean an individual named in the **Policy Schedule** as the **Policyholder**, to whom this policy has been issued to.
29. **Policy schedule**
Shall mean a document which is issued to the **Policyholder** after the Policyholder purchases the policy. This schedule contains policy details showing the plan, policy type, policy period and details of the **Policyholder** and it acts as a written proof of insurance coverage.
30. **Schedule of benefits**
Shall mean the benefits made available under this insurance coverage.

Section G: 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 4 for explanation and page 17 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 4 for explanation and page 17 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 Persatuan Insurans Am Malaysia (PIAM) to determine the **Sum Insured** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as the **Market Value** at the time of the loss.

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

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

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

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

J6.50 – Endorsement 14: Transfer of Interest

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

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

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 **Our Panelshop** 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 **Our Panelshop** to undergo repairs; and
- b) **Your Car** must be sent for repairs at any of **Our Panelshop** 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:

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

- i) damage resulting from misuse or abuse of the tyre or **Your** wilful negligence;
- j) 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**;
- k) the fee for an estimate of replacement incurred by **You** without **Our** prior consent;
- l) 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;
- m) damage or loss resulting from civil or professional liability;
- n) consequential damages of any kind;
- o) damage resulting from sporting activities such as competitions, rallies or where the vehicle is being driven off-road or on a race track;
- p) damage covered by a manufacturer warranty or insurance covering the full repair or replacement of the tyre;
- q) replacement of other tyres and/or rims which are not damaged;
- r) 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) 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.

J6.69 – Personal Accident and Passengers Protection

We will pay for the benefits described below in the event of death or a **Disability** due to an **Accident** occurring during the **Period of Insurance**. **We** will pay the limits shown in the **Schedule of Benefits** below that correspond to the plan stated in the **Policy Schedule**.

All claims in respect of the **Policyholder** will be based on item A of the **Schedule of Benefits**. All claims in respect of a **Passenger** will be based on item B of the **Schedule of Benefits** below.

Schedule of Benefits

A)	BENEFITS FOR POLICYHOLDER	PLAN 1 (RM)	PLAN 2 (RM)
1.	Accidental Death	50,000 + additional payout amounting to the NCD % multiplied by the sum insured	100,000
2.	Permanent Disablement (due to accident only)	up to 50,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to 100,000
3.	Permanent Total Disablement (due to accident only)	50,000 + additional payout amounting to the NCD % multiplied by the sum insured	100,000
4.	Bereavement Benefit (due to accident only)	RM2,000 + additional payout amounting to the NCD % multiplied by the sum insured	RM2,000
5.	Accidental Medical Reimbursement	up to RM1,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to RM2,000
B)	BENEFITS FOR PER DRIVER AND/OR PASSENGERS (OTHER THAN THE POLICYHOLDER)	PLAN 1 (RM)	PLAN 2 (RM)
1.	Accidental Death	10,000 + additional payout amounting to the NCD % multiplied by the sum insured	10,000
2.	Permanent Disablement (due to accident only)	up to 10,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to 10,000
3.	Permanent Total Disablement (due to accident only)	10,000 + additional payout amounting to the NCD % multiplied by the sum insured	10,000
4.	Bereavement Benefit (due to accident only)	RM2,000 + additional payout amounting to the NCD % multiplied by the sum insured	RM2,000
5.	Accidental Medical Reimbursement	up to RM1,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to RM2,000

1. Accidental Death, Permanent Total Disablement and Permanent Disability

If the **Insured Person** sustains a **Disability** within 1 year from the **Date of Loss** which results in any one of the losses specified in the Compensation Table below, **We** will pay the respective percentage of sum insured specified in the **Schedule of Benefits**.

COMPENSATION TABLE		
CONDITIONS		% payable
A	Accidental Death	100%
B	Permanent Total Disablement	100%
C	Permanent Disability	
	(i) Permanent insanity	100%
	(ii) Permanent loss limbs - two or more limbs	100%
	(iii) Permanent loss limb – one limb	100%
	(iv) Permanent loss of sight in both eyes	100%
	(v) Permanent loss of sight in one eye	100%
	(vi) Permanent loss of the lens of one eye	50%
	(vii) Permanent loss of hearing:	
	• both ears	75%
	• one ear	25%
	of at least 80 decibels in all frequencies	
	(viii) Permanent loss of the ability to speak	50%
	(ix) Permanent loss of a thumb:	
	• both joints	30%
	• one joint	15%
	(x) Permanent loss of a finger:	
	• three joints	10%
	• two joints	7.50%
	• one joint	5%
	(xi) Permanent loss of toes:	
	• all of one foot	15%
	• big toe - one or both joints	5%
	• other than big toe, each toe	2%
	(xii) Permanent facial scarring:	
	• longer than 10cm	10%
	• longer than 5 cm	5%
	(xiii) Shortening of leg by at least 5cm	7.50%

If the **Insured Person** sustains a **Disability** not stated in the above Compensation Table, but nevertheless suffers a **Permanent Disability**, the extent of the **Permanent Disability** will be assessed by **Us** by considering the severity of the **Disability** in conjunction with the stated percentages for the specific types of **Disability** mentioned in the above Compensation Table. The benefit payable (if any) is at **Our** sole discretion.

If the **Insured Person** has an existing physical or medical condition, **We** may ask for an independent medical examination by a **Doctor** to assess the difference between the **Insured Person's** condition before and after the **Accident** and relate it, in terms of severity, to those **Permanent Disability** specifically mentioned in the Compensation Table above. Payment (if any) however will be made solely at **Our** discretion.

Disappearance benefit

If the **Policyholder** disappears as a result of an Accident (which for the purposes of this section includes the sinking or wrecking of any conveyance in which the **Policyholder** was riding in) and the body is not found within 1 year after the date of the disappearance, it will be presumed that death has taken place and the benefit under item 1 of the **Schedule of Benefits** will be paid.

Compensation limits:

- (a) when more than 1 form of **Permanent Disability** results from 1 **Accident**, the percentages are added together, but we will not pay more than 100% of the sum insured shown under the **Permanent Disablement** benefit in the **Schedule of Benefits**;
- (b) if **We** have paid 100% of sum insured for item A1, A2 or A3 shown in the **Schedule of Benefits**, the policy will automatically terminate after such payment;
- (c) if a claim is payable for loss of, or loss of use, of a whole part of the body, a claim for any component of that part cannot be made;
- (d) the admission of a claim under any of the benefits in the Compensation Table will exhaust that particular benefit in respect of the **Insured Person**;
- (e) any payment made for Disappearance benefit will be collected back by us from the **Policyholder**, nominee or **Policyholder's** estate, if we are made aware that the person for which the claims made in respect for this benefit is alive.

2. Bereavement Benefit (due to accident only)

When the **Insured Person** sustains a **Disability** which results in death within 1 year from the **Date of Loss**, **We** will pay the amount specified in the **Schedule of Benefits**.

3. Accidental Medical Reimbursement

If the **Insured Person** sustains a **Disability**, **We** will reimburse the medical expenses incurred within 1 year from the **Date of Loss** as a result of the **Disability**, subject to the amount specified in the **Schedule of Benefits**.

Medical expenses which are **Medically Necessary** shall include the cost incurred for **Hospital** accommodation and meals, nursing care during hospitalization, medicine, **Hospital** supplies, laboratory examinations and tests, physiotherapy, surgery, anaesthetic, operating theatre, consultation, local road ambulance services, diagnostic tests, medical reports fees, hospital registration/administration charges and associated taxes.

If the **Insured Person** is covered by another policy under this benefit, **We** will only reimburse the excess amount that is not payable by the other policies provided that the benefit is payable by this policy.

Coverage Exclusions:

The following exclusions shall apply to all sections of this policy. **We** will not pay for any claim resulting from or expenses incurred for:

1. The **Policyholder** engaging in activities related to:
 - (a) flying unless as a fare-paying passenger in a licensed private or commercial aircraft certificated for the transportation of passengers;
 - (b) racing involving motorized vehicles;
 - (c) a sport in a professional capacity or when an income or remuneration could or would be earned from engaging in such sport.
2. The following occupations in respect of the **Policyholder**:
 - (a) armed forces, police and peacekeeping forces while on duty; armed occupations;
 - (b) ship or air crew, professional sportsmen/women.
3. **Injuries** that are intentionally self-inflicted, suicide or attempt to commit suicide, deliberate or reckless exposure to danger;
4. Taking drugs;
 - (a) other than according to the manufacturer's instructions or taken as prescribed by a registered medical practitioner;
 - (b) for the treatment of drug addiction;
5. Psychotic, mental and nervous disorders (including any neuroses and their physiological or psychosomatic manifestations);
6. Pregnancy, child birth, infertility or birth control treatments or complication arising therefrom;
7. External prosthetics appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, contact lenses and glasses.

It is the **Insured Person's** responsibility to prove that the loss did not in any way arise under or through any of the exclusions set in this policy.

Special Conditions:

1. The monetary limit (including **NCD**) received for a claim for the **Policyholder** is limited to a maximum insurable sum of RM 750,000.00 in relation to **Accidental Death, Permanent Total Disablement** or **Permanent Disability** benefit covered under all the Personal Accident & Passengers Protection and/or Passengers Protection policies purchased by **You**.
2. The sum insured payable under this policy for all benefits are increased by the percentage of **NCD** entitlement of the **Motor Vehicle** which was involved in the **Accident**, at the time immediately prior to the **Accident**.

J6.70 – Passengers Protection

We will pay for the benefits described below in the event of death or a **Disability** due to an **Accident** occurring during the **Period of Insurance**. **We** will pay the limits shown in the **Schedule of Benefits** below that correspond to the plan stated in the **Policy Schedule**.

All claims in respect of the **Policyholder** will be based on item A of the **Schedule of Benefits**. All claims in respect of a **Passenger** will be based on item B of the **Schedule of Benefits** below.

Schedule of Benefits

A)	BENEFITS FOR POLICYHOLDER	PLAN 1 (RM)	PLAN 2 (RM)
1.	Accidental Death	50,000 + additional payout amounting to the NCD % multiplied by the sum insured	100,000
2.	Permanent Disablement (due to accident only)	up to 50,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to 100,000
3.	Permanent Total Disablement (due to accident only)	50,000 + additional payout amounting to the NCD % multiplied by the sum insured	100,000
4.	Bereavement Benefit (due to accident only)	RM2,000 + additional payout amounting to the NCD % multiplied by the sum insured	RM2,000
5.	Accidental Medical Reimbursement	up to RM1,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to RM2,000
B)	BENEFITS FOR PER DRIVER AND/OR PASSENGERS (OTHER THAN THE POLICYHOLDER)	PLAN 1 (RM)	PLAN 2 (RM)
1.	Accidental Death	10,000 + additional payout amounting to the NCD % multiplied by the sum insured	10,000
2.	Permanent Disablement (due to accident only)	up to 10,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to 10,000
3.	Permanent Total Disablement (due to accident only)	10,000 + additional payout amounting to the NCD % multiplied by the sum insured	10,000
4.	Bereavement Benefit (due to accident only)	RM2,000 + additional payout amounting to the NCD % multiplied by the sum insured	RM2,000
5.	Accidental Medical Reimbursement	up to RM1,000 + additional payout amounting to the NCD % multiplied by the sum insured	up to RM2,000

1. Accidental Death, Permanent Total Disablement and Permanent Disability

If the **Insured Person** sustains a **Disability** within 1 year from the **Date of Loss** which results in any one of the losses specified in the Compensation Table below, we will pay the respective percentage of sum insured specified in the **Schedule of Benefits**.

COMPENSATION TABLE		
CONDITIONS		% payable
A	Accidental Death	100%
B	Permanent Total Disablement	100%
C	Permanent Disability	
	(i) Permanent insanity	100%
	(ii) Permanent loss limbs - two or more limbs	100%
	(iii) Permanent loss limb – one limb	100%
	(iv) Permanent loss of sight in both eyes	100%
	(v) Permanent loss of sight in one eye	100%
	(vi) Permanent loss of the lens of one eye	50%
	(vii) Permanent loss of hearing:	
	• both ears	75%
	• one ear	25%
	of at least 80 decibels in all frequencies	
	(viii) Permanent loss of the ability to speak	50%
	(ix) Permanent loss of a thumb:	
	• both joints	30%
	• one joint	15%
	(x) Permanent loss of a finger:	
	• three joints	10%
	• two joints	7.50%
	• one joint	5%
	(xi) Permanent loss of toes:	
	• all of one foot	15%
	• big toe - one or both joints	5%
	• other than big toe, each toe	2%
	(xii) Permanent facial scarring:	
	• longer than 10cm	10%
	• longer than 5 cm	5%
	(xiii) Shortening of leg by at least 5cm	7.50%

If the **Insured Person** sustains a **Disability** not stated in the above Compensation Table, but nevertheless suffers a **Permanent Disability**, the extent of the **Permanent Disability** will be assessed by **Us** by considering the severity of the **Disability** in conjunction with the stated percentages for the specific types of **Disability** mentioned in the above Compensation Table. The benefit payable (if any) is at **Our** sole discretion.

If the **Insured Person** has an existing physical or medical condition, **We** may ask for an independent medical examination by a **Doctor** to assess the difference between the **Insured Person's** condition before and after the **Accident** and relate it, in terms of severity, to those **Permanent Disability** specifically mentioned in the Compensation Table above. Payment (if any) however will be made solely at **Our** discretion.

Disappearance benefit

If the **Policyholder** disappears as a result of an Accident (which for the purposes of this section includes the sinking or wrecking of the insured Motor Vehicle in which the **Policyholder** was riding in) and the body is not found within 1 year after the date of the disappearance, it will be presumed that death has taken place and the benefit under item 1 on the **Schedule of Benefits** will be paid.

Compensation limits:

- (a) when more than 1 form of **Permanent Disability** results from 1 **Accident**, the percentages are added together, but we will not pay more than 100% of the sum insured shown under the **Permanent Disablement** benefit in the **Schedule of Benefits**;
- (b) if **We** have paid 100% of sum insured for item A1, A2 or A3 shown in the **Schedule of Benefits**, the policy will automatically terminate after such payment;
- (c) if a claim is payable for loss of, or loss of use, of a whole part of the body, a claim for any component of that part cannot be made;
- (d) the admission of a claim under any of the benefits in the Compensation Table will exhaust that particular benefit in respect of the **Insured Person**;
- (e) any payment made for Disappearance benefit will be collected back by us from the **Policyholder**, nominee or **Policyholder's** estate, if **We** are made aware that the person for which the claim is made in respect of this benefit is alive.

2. Bereavement Benefit (due to Accident only)

When the **Insured person** sustains a **Disability** which results in death within 1 year from the date of loss, **We** will pay the amount specified in the **Schedule of Benefits**.

3. Accidental Medical Reimbursement

If the **Insured Person** sustains a **Disability**, **We** will reimburse the medical expenses incurred within 1 year from the **Date of loss** as a result of the **Disability**, subject to the amount specified in the **Schedule of Benefits**.

Medical expenses which are **Medically Necessary** shall include the cost incurred for **Hospital** accommodation and meals, nursing care during hospitalization, medicine, **Hospital** supplies, laboratory examinations and tests, physiotherapy, surgery, anaesthetic, operating theatre, consultation, local road ambulance services, diagnostic tests, medical reports fees, hospital registration/administration charges and associated taxes.

If the **Insured Person** is covered by another policy for this same benefit, **We** will only reimburse the excess amount that is not payable by the other policies provided that the benefit is payable by this policy.

Coverage Exclusions:

The following exclusions shall apply to all sections of this policy. **We** will not pay for any claim resulting from or expenses incurred for:

1. The **Policyholder** engaging in activities related to:
 - (a) flying unless as a fare-paying passenger in a licensed private or commercial aircraft certificated for the transportation of passengers;
 - (b) racing involving motorized vehicles; and (c) a sport in a professional capacity or when an income or remuneration could or would be earned from engaging in such sport.
2. The following occupations in respect of the **Policyholder**:
 - (a) armed forces, police and peacekeeping forces while on duty; armed occupations; and
 - (b) ship or air crew, professional sportsmen/women.
3. **Injuries** that are intentionally self-inflicted, suicide or attempt to commit suicide, deliberate or reckless exposure to danger;
4. Taking drugs;
 - (a) other than according to the manufacturer's instructions or taken as prescribed by a registered medical practitioner; and
 - (b) for the treatment of drug addiction;
5. Psychotic, mental and nervous disorders (including any neuroses and their physiological or psychosomatic manifestations);
6. Pregnancy, child birth, infertility or birth control treatments or complication arising therefrom;
7. External prosthetics appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, contact lenses and glasses.

It is the **Insured Person's** responsibility to prove that the loss did not in any way arise under or through any of the exclusions set in this policy.

Special Conditions:

1. The monetary limit (including **NCD**) for a claim for the **Policyholder** is limited to a maximum insurable sum of RM 750,000.00 in relation to **Accidental Death, Permanent Total Disablement or Permanent Disability** benefit covered under all the Personal Accident & Passengers Protection and/or Passengers Protection policies purchased by **You**.
2. The sum insured payable under this policy for all benefits are increased by the percentage of **NCD** entitlement of the **Motor Vehicle** which was involved in the **Accident**, at the time immediately prior to the **Accident**.

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**.