



# PRIVATE CAR POLICY

## Product Disclosure Sheet

### Important Note

1. Read this Product Disclosure Sheet before you decide to take out the Private Car Policy. Be sure to also read through the general terms and conditions.
2. Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you apply for this insurance). You must answer the questions fully and accurately.

Failure to take 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.

The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.

In addition to answering the questions in the Proposal Form (or when you apply for this insurance), you are required to disclose any other matter that you know 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.

### 1. What is this product about?

This policy provides insurance coverage against liabilities to third party for bodily injury and death, third party property loss or damage and loss or damage to your own vehicle due to accidental fire, theft or an accident.

### 2. What are the covers / benefits provided?

This policy covers:

Coverage	Comprehensive	Third Party Fire & Theft	Third Party
Liabilities to Third Party for: <ul style="list-style-type: none"><li>• Bodily Injury or Death</li><li>• Property Loss/Damage</li></ul>	✓	✓	✓
Loss/Damage to Own Vehicle due to Accidental Fire / Theft	✓	✓	X
Loss/Damage to Own Vehicle due to Accident	✓	X	X
<b>Additional benefits that you may wish to purchase by paying additional premium</b>			
Legal Liability of Passengers for Negligent Acts	Optional	Optional	Optional
Legal Liability to Passengers	Optional	Optional	Optional
Multi Drive Protector / Multi Drive Protector Plus	Optional	Optional	Optional
Multi Drive Bravo / Multi Drive Bravo Plus	Optional	-	-
Cover for Windscreen, Windows and Sunroof	Optional	-	-
Flood, Windstorm, Landslide or Subsidence (Special Perils)	Optional	-	-
Return-to-Invoice (RTI Gap)	Optional	-	-
Compensation for Assessed Repair Time (CART)	Optional	-	-
Strike, Riot and Civil Commotion	Optional	-	-

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

**Note:**

It is an offence under the laws of the Republic of Singapore to enter the country without extending legal liability to passengers cover to your motor insurance.

**3. What is the Period of Cover and Renewal Option?**

Duration of cover is for one (1) year. You need to renew the insurance cover annually.

**4. How much premium do I have to pay?**

The total premium that you have to pay may vary depending on the no-claim-discount (NCD) entitlement, additional benefits you wish to add on and the underwriting requirements of the insurance company:

- Sum insured in your policy schedule\*
- Characteristic of your vehicle such as year of manufacture, cubic capacity, car brand / models etc.
- Owner's or driver's characteristic such as age and gender
- Locations of driving
- Past claims experience

\*The sum insured should be based on the current market value of the vehicle based on reference to ISM Automotive Business Intelligence System (ISM-ABI).

**CHOOSING A POLICY**

When it comes to buying a policy always:

- Check the market value price of your vehicle. If it is a new vehicle, the insured value will be the purchase price.
- Ensure that your vehicle is adequately insured as it will affect the amount you can claim.

Give all material facts about your vehicle, including previous accidents (if any), modification to engines, etc. When in doubt, it is best to ask your insurance intermediary / our customer service staff.

**5. What are the fees and charges I have to pay?**

- i. Commission to the insurance intermediary (if any): 10% of premium
- ii. Stamp duty: RM10.00
- iii. Service Tax: 8% of premium

The applicability of stamp duty and service tax amount herein applied, or any other taxes are subjected to the prevailing laws of Malaysia.

**6. What are some of the key terms and conditions that I should be aware of?**

- 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.

**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.*
- **Insured value/sum insured**  
If you are buying a policy against loss/damage to your vehicle, you must ensure that your vehicle is adequately insured as it will affect the amount you can claim in the event of loss/damage. The insured value is the market value of your vehicle at the point you apply for the insurance policy.
  - **Market Value**  
This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to your vehicle at the time of loss. The market value of your vehicle will be determined based on the option you choose when you buy the policy. If you choose a Market Valuation System approved by Persatuan Insurans AM Malaysia (PIAM), the value will be based on that system. If not, the value will be determined by the car franchise-holder's head office. If this value is unavailable, an adjuster agreed upon by both you and the insurer will determine the value.
  - **Under-insurance**  
If you insure your vehicle at a lower sum than its market value, you will be deemed as self-insured for the difference, i.e. in the event of loss/damage, you will only be partially compensated (up to the proportion of insurance) by your insurance company.
  - **Over-insurance**  
Should you insure your vehicle at a higher sum than its market value, the maximum compensation you will receive is the market value of the vehicle as the policy owner cannot 'profit' from a motor insurance claim.
  - **Excess**  
Also known as a 'deductible'. This is the amount of loss you have to bear before your insurance company will pay for the balance of your vehicle damage claim.
  - **Compulsory excess of RM400**  
If your vehicle is driven by a person who is under the age of 21, the holder of a Provisional (P) or Learner (L) driving license or the holder of a full driving license of less than two years.
  - **Agreed Value**  
Agreed value is a sum that has been fixed after discussion and agreement between you and your insurer when you purchase or renew a policy. It provides certainty about the compensation you will receive from your insurer, less any excess (if applicable), if your car is stolen or totally destroyed. The market value of your vehicle at the time of loss will not be taken into consideration in such an event.
  - **No Claims Discount (NCD)**  
NCD 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.
  - **Cash Before Cover**  
The premium due must be paid before cover commences. This insurance is automatically null and void if this condition is not complied with.

**Note:** This list is not exhaustive. Please refer to the policy wording for the full list of terms and conditions under this policy.

## 7. What are the major exclusions under this policy?

This insurance policy does not cover certain losses, such as:

- Your own death or bodily injury due to a motor accident.
- Your liability against claims from your passengers in your vehicle.
- Theft of non-factory vehicle accessories (car stereos, leather seats, sport rims etc.) unless otherwise declared.
- Consequential loss, depreciation, wear and tear, mechanical or technical breakdown failure or breakages and
- Loss/damage arising from an act of nature, e.g. flood, storm or landslide.

**Note:** This list is not exhaustive. Please refer to the policy wording for the full list of terms and conditions under this policy.

However, you may pay additional premium to cover some of the above exclusions, e.g. floods or your liability against claims for your passengers. Windscreen and vehicle accessories covers are also useful extensions to consider preserving your "No Claims Discount" in the event of loss/damage.

## 8. Can I cancel my policy?

You may cancel your policy at any time by giving written notice to the insurance company. Upon cancellation, you are entitled to a refund of the unexpired premium based on a pro-rata basis calculated from the date of the receipt of the written notice if your vehicle has been insured continuously for more than twelve (12) months or short-period rates if vehicle has not been continuously insured for more than twelve (12) months with the same Company. Any minimum premium paid under the policy is not refundable. Refund premium is allowed provided no claim has arisen during the then current period of insurance.

#### **9. Where can I send my car for accident repair services?**

- a. You can send your car to the motor repair workshops which are on our panel of approved workshops.
- We will ensure there are adequate number of our panel of approved workshops to provide reasonable and convenient access to you.
  - Failure to send your car to our panel of approved workshops for repair would be considered as breach of this policy condition and we can refuse to pay any claim under this policy condition.
  - Where there are no panel of approved workshops at any nearby locations, we may at our discretion to choose either:
    - To assist you in accessing our nearest panel approved workshops by arranging for towing services to such selected workshop at no cost to you; or
    - To allow the vehicle to be repaired at the nearby motor repair workshop as approved by Persatuan Insurans Am Malaysia (PIAM) under PIAM Approved Repairers Scheme (PARS).

OR

- b. Any other repairer that we have given you special permission to use which includes:
- No workshop approved by PIAM under PARS is available at the location of your car and we are unable to assist you in accessing the nearest workshop approved by PIAM under PARS.
  - Repairs that require special expertise from specific repairers which cannot be provided by our panel of approved workshops.
  - Franchise repairers

#### **10. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any change in your contact details (such as phone number or mailing address) to ensure all correspondences will reach you in a timely manner.

#### **11. Where can I get further information?**

If you have any enquiries about this product or any other types of similar products, you can contact us or your insurance intermediary or visit our website at [www.general.com.my](http://www.general.com.my)

##### **Generali Insurance Malaysia Berhad**

Reg No: 197501002042 (23820-W)

Generali Customer Service Centre

Level 1, Menara Generali,

27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

Tel: 1 300 13 2121 or +603 3007 2121

Email: [customer.service.gi@general.com.my](mailto:customer.service.gi@general.com.my)

[www.general.com.my](http://www.general.com.my)

##### **IMPORTANT NOTE:**

**YOU MUST ENSURE THAT YOUR VEHICLE IS INSURED AT THE APPROPRIATE AMOUNT AS IT WILL AFFECT THE AMOUNT YOU CAN CLAIM. IN THE EVENT OF AN ACCIDENT, YOU ARE ADVISED TO DEAL WITH APPROVED WORKSHOPS. IF YOU HAVE A COMPREHENSIVE COVER AND YOU ARE NOT AT FAULT, YOU ARE ADVISED TO SUBMIT YOUR CLAIM TO YOUR INSURANCE COMPANY. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE INTERMEDIARY OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.**

The information provided in this Product Disclosure Sheet is a summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy wording.

Generali Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid as at 24 February 2025.