Generali Insurance Malaysia Berhad
Reg No: 197501002042 (23820-W)

Private Car Third Party Policy

Thank you for choosing Generali Malaysia as your preferred Insurer.

Our purpose is to enable people to shape a safer and more sustainable future by caring for their lives and dreams. We have always driven our efforts with the intention to improve people's lives – starting with improving our services and products.

We want to serve you better and understand your needs and expectations. We welcome your feedback and if you come across an issue, please reach out to our Complaint Handling Unit at the following:

Complaints Unit,
Generali Customer Service Centre
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 or +603 3007 2121
Email: feedback.gi@generali.com.my

What to do if your issue is still not resolved?

You may reach out to:

Financial Markets Ombudsman Service
(Formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Website: www.fmos.org.my

or

BNMLINK
Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
(Overseas: +603 2174 1717)
Fax: +603 2174 1515
eLINK: https://bnmlink.bnm.gov.my

Terima kasih kerana memilih Generali Malaysia sebagai syarikat insurans anda.

Matlamat kami adalah untuk membolehkan orang ramai membentuk masa depan yang lebih selamat dan lebih mampan dengan memelihara kehidupan dan impian mereka. Usaha kami sentiasa berteraskan hasrat untuk menambah baik kehidupan anda semua – bermula dengan meningkatkan tahap perkhidmatan dan produk kami.

Kami ingin berkhidmat dengan lebih baik serta memahami keperluan dan kehendak anda. Kami mengalu-alukan maklumbalas anda dan jika anda ada sebarang masalah, hubungi Unit Pengurusan Aduan kami di:

Unit Aduan,
Pusat Khidmat Pelanggan Generali,
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 atau +603 3007 2121
E-mel: feedback.gi@generali.com.my

Jika isu anda masih belum selesai,

Anda boleh menghubungi:

Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)
(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)
No Syarikat: 200401025885
Tingkat 14, Blok Utama, Menara Takaful Malaysia,
No 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Laman Web: www.fmos.org.my

atau

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PCTP/E/04/2025

EXPLANATORY NOTES

How to read this document
Please note that your Private Car Policy only starts from page 7 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 page 13 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 7 to 20 (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.*

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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
7	Section A: Loss or Damage to Your Own Car			
	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
	1. b. Events We Do Not Cover	✓	✓	X
	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
	3. Towing Costs (to an Approved Repairer or safe place)	✓	✓	X
7 to 9	Section B: Liability to Third Parties			
7	1. a. What is Covered (by this section)	✓	✓	✓
8	1. b. What is Not Covered (by this section)	✓	✓	✓
8	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
8	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
8	4. Maximum Legal Costs (if approved)	✓	✓	✓
9	5. Rights of Recovery	✓	✓	✓
9	Section C: No Claim Discount	✓	✓	✓
9 to 10	Section D: General Exceptions (what is not covered by the policy)	✓	✓	✓
10 to 13	Section E: Conditions (terms that you must comply with)	✓	✓	✓
13 to 14	Section F: Definitions (explains the words in bold)	✓	✓	✓
14 to 16	Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)	Optional	Optional	Optional
17 to 21	Section H: Non-Tariff Endorsements	Optional	Optional	Optional

Key: ✓= applicable X = not applicable

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What this policy does not cover?

These are referred to as 'Exceptions' in your policy and there are two sections where you can find them in your Private Car Third Party Policy:

- *Section B1b – see 'What is Not Covered' (page 8): applicable Third Party Only policy.*
- *Section D – see 'General Exceptions' (pages 9 to 10): applicable to Third Party Only policy.*

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

1. *Cover is not provided for the exceptions. We have to charge additional premium if we agreed to cover any of these exceptions. An example of the exceptions which is not covered by your basic Private Car Third Party Policy but which can be covered if you pay additional premium is:*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 10)}.*

2. *There are other risks which are not covered by the basic Private Car Third Party 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 Third Party 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 9 to 10) 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 Third Party 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 <u>not cover</u> 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 9)};*
  - *has your permission to drive (see definition of Authorised Driver in page 13); and*
  - *complies with all the terms and conditions of this policy.*
- *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.
This territorial limitation may be specially extended only upon your request and accepted by Us, and confirmed by way of endorsement to this Policy.

*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 Third Party Policy, you **MUST** purchase Endorsement 100 (see page 15), 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.

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 <u>https://www.mycarinfo.com.my/ncd check/online</u> before the purchase of your Private Car Third Party Policy.

***Do's and Don'ts** – after you have had an accident*

- ***Do:***
  - *inform us as soon as possible if you are involved in an accident with another road user or property or where a third party is injured and the event may give rise to a claim;*
  - *report all accidents to the police within 24 hours as required by law;*
  - *immediately submit to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;*
  - *move your car to Approved Repairer or our approved panel repairer;*
  - *fully complete the relevant sections of your claim form – do not put "refer to police report" party.*

- ***Don't:***
  - *negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 11).*

Condition 2 of your policy (see page 11) spells out the do's and the don'ts after an accident in more detail.

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Tel: 1 300 13 2121 or +603 3007 2121 Email: customer.service.gi@generali.com.my
www.generali.com.my

Member of PIDM
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)

PRIVATE CAR THIRD PARTY 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

As the coverage purchased under this policy is Third Party only, Section A is not applicable to you.

Section A provide details under the following headings
1a: Events We Cover
1b: Events We Do Not Cover

2: Basis of Settlement (Applicable to Comprehensive Policy Only)

3: Towing costs

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**

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

1b: What is Not Covered?

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

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

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

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

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

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

Liability to passengers other than:
a) passengers carried for hire or reward;
b) employees in the course of employment; or
*c) **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.

2: Limits of Our Liability

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

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

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

3: Cover for Legal Personal Representatives

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

4: Legal Costs

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

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

5: Rights of Recovery

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

Section C: No Claim Discount

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

1. No Claim Discount (NCD)

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

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

2. One Claim and Your NCD is Down to Zero

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

3. Exception to this Rule

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

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

4. Your NCD is not Transferable

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

5. Non-utilisation of NCD

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

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

*This section lists down circumstances under which this **Policy** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Sections B1b (see page 8).*

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(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(a)__ and __102__).

7. 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.

8. Nuclear Risk

There is no cover under this **Policy** for any accident, loss or damage to any property or any loss or liability arising there from (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.

9. 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.

10. 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.

You must not do any of the following:

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

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

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

3. Cancellation

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

a. Cancellation by **You**:

- **You** can cancel this **Policy** at any time by returning the **Certificate of Insurance (CI)** to **Us** or, if the **CI** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.

- After returning the **CI** or SD **You** will be entitled to a refund of premium if no claim was incurred prior to cancellation. **Your** refund will be the difference between the total premium and **Our** customary short-period rates calculated for the time **We** were on risk until the date **We** received the **CI** or SD:

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

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

b. Cancellation by **Us**:

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

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

4. If there is More Than One Insurance Covering the Same Car

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** rate able 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 the disputed sum is less than RM250,000, **You** may refer the matter to the **Financial Markets Ombudsman Service** (formerly known as Ombudsman for Financial Services) to resolve the dispute.

7. 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.

8. Prevalent Policy Wording

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

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9. Service Tax

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

10. Data Privacy Notice

You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website www.generali.com.my. We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.

Section F: Definitions of words highlighted in the Policy

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

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

1. 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.

2. 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.

3. 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**.

4. 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.

5. Endorsement

This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Policy.**

6. 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.

7. Incident

Any event which could lead to a claim under this **Policy**.

8. 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".

9. Minimum Premium

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

10. Financial Markets Ombudsman Service (formerly known as Ombudsman for Financial Services)

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.

11. 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.

12. Policy

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

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13. Approved Repairer

This refers to any of the following:

a. motor repair workshops which are on **Our** panel of approved workshops;
   (i) We will ensure there are adequate number of **Our** panel of approved workshops to provide reasonable and convenient access to **You**;
   (ii) Where there are no panel of approved workshops at any nearby locations in the event of an **Incident**, **We** may at **Our** discretion choose to either:
      - assist **You** in accessing the nearest workshop on **Our** panel and arrange for towing services to such selected workshop at no cost to **You**; or
      - allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by **Us**.

or

b. any other repairer that **We** have given **You** special permission to use. The circumstances under which a special permission may be granted by **Us** includes:
   (i) no **Approved Repairer** described in (a) above is available at the location of **Your Car**, and **We** are unable to assist **You** in accessing the nearest workshop on **Our** panel or that is registered with JPJ;
   (ii) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
   (iii) franchise repairers.

14. Road

Section 2 of the Road Transport Act 1987 defines "Road" as "any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, round-abouts, 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".

15. 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**.

16. We, Our, Us

This refers to the licensed Insurance Company that is issuing **You** this **Policy**.

17. You, Your, Yourself

This refers to the policyholder or person described in the **Schedule** as "the Insured".

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

*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**.*

Endorsement 14: Transfer of Interest

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

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

Endorsement 18: Fleet Rated Risks – Cancellation of 'No Claims Discount'

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this **Policy** is cancelled.

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

Endorsement 22(a): Caravan / Luggage / Boat Trailers (Applicable to Private Car Third Party Policy only)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agreed that the insurance provided under Section B of this **Policy** shall extend to cover Caravan or Luggage or Boat Trailer that is specified in the **Schedule** under the heading '**Endorsement 22(a)**' 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 Caravan / Luggage / Boat Trailers being carried by the specified Trailer.

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.

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 which cover legal liability as provided under this endorsement; and
c. complies with all the terms and conditions of this **Policy** as though he was **You**.

This endorsement does not cover:

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

Endorsement 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:

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

Endorsement 101(a): Extension of Cover to the Kingdom of Thailand (Applicable to Private Car Third Party Policy only

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

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

Endorsement 102: Extension of Cover to 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 B1a(ii).

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

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

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

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

TPPD limits of Liability

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

Section H: Non-Tariff Endorsements

BMDP MULTI DRIVE PROTECTOR (NON-TARIFF)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will cover the **Insured Person** whilst with **Your** permission, is driving, travelling or riding on and/or boarding or alighting from **Your Car** during the **Period of Insurance** shall sustain bodily injury which solely and directly caused by accidental, external and visible means, **We** will pay the sum or sums of money as specified in the **Schedule** and in accordance to the Table of Compensation in this endorsement, subject to the terms and conditions below.

BENEFITS

TABLE OF COMPENSATION						
Part	**Item No.**	**Results**	**The Sum Payable Per Insured Person (RM)**			
			MDP1	**MDP2**	**MDP3**	**MDP4**
A	1	Death	15,000.00	30,000.00	45,000.00	60,000.00
	2	(a) Loss of both hands or both feet or sight of both eyes (b) Loss of one hand and one foot (c) Loss of either hand or foot and sight of one eye	15,000.00 15,000.00 15,000.00	30,000.00 30,000.00 30,000.00	45,000.00 45,000.00 45,000.00	60,000.00 60,000.00 60,000.00
	3	(a) Loss of either hand or foot (b) Loss of sight of one eye	7,500.00 7,500.00	15,000.00 15,000.00	22,500.00 22,500.00	30,000.00 30,000.00
B	4	Actual expenses reasonably and necessarily incurred for medical and surgical treatment (by legally qualified Medical Practitioner only), hospitalisation, and/or engaging a licensed or graduate nurse.	500.00 per accident	1,000.00 per accident	1,500.00 per accident	2,000.00 per accident

PROVIDED ALWAYS THAT:

(i) Compensation under Part A shall not be payable if the death or loss occurs more than twelve (12) calendar months of the date of the accident causing the Result.
(ii) Compensation under Part A shall not be payable for more than one (1) item in respect of the same accident, injury or disablement.
(iii) **We** shall not be liable to make any further payment under this endorsement after a claim under Part A has been admitted and become payable.
(iv) **Our** liability under Part A shall not exceed 100% of the Sum as specified in the Table of Compensation for the **Period of Insurance**.
(v) Loss of hand / foot means loss by physical severance or permanent total loss of use.
(vi) Loss of eye means total and irrecoverable loss of sight.
(vii) In the event that the actual number of passenger(s) exceeds the number stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of passenger(s).

This endorsement does not provide coverage under the following circumstances: -

1. While **Your Car** is used for hire, racing (other than treasure hunts), rallies, pace making, speed testing or use for purpose in connection with Motor Trade;
2. Where any illegal or unlawful act by **You** and/or **Your Authorised Driver** or **Your Car** is being used for unlawful or illegal purposes or illegal pursuit as an unlicensed common carrier by **You** and/or **Your Authorised Driver**;
3. Where **You** and/or **Your Authorised Driver** does not hold a valid driving license to drive **Your Car** or is not qualified for holding or obtaining such a valid driving license under the regulations of the Malaysia Road Transport Act;
4. Whilst **You** and/or **Your Authorised Driver** is temporarily or otherwise insane or of unsound unstable mind or under the influence of alcohol or drugs.
5. While **Your Car** is being used for carriage of passengers for reward;
6. Self-injury, suicide or attempted suicide, wilful exposure to injury, provoked assault, pregnancy or childbirth or any pre-existing physical defect or infirmity.

7. Loss occasional by war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection, military or usurped power martial law.
   In the event of any claim hereunder the **Insured Person** shall, when so required by **Us**, prove that the claim arise independently of and was in no way connected with or occasioned by contributed to or traceable to any of the said occurrences or any consequence thereof and in default of such proof **We** shall not be liable to make any payment in respect of such a claim.
8. (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
   (b) Nuclear weapons material.
9. Any act of terrorism
   For the purpose of this condition, any act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
   In any action, suit or other proceeding, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured Person**.

GENERAL CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The due observance and fulfilment of the terms provisos conditions of this endorsement in so far as they relate to anything to be done or complied with by **You** or any claimant under this endorsement shall be conditions precedent to **Our** liability to make any payment under this endorsement.

2. Upon the happening of any accident likely to give rise to a claim under this endorsement **You** shall within fourteen (14) days after the happening of the accident give notice to **Us** with full particulars of the accident and injuries and the **Insured Person** shall as soon as possible procure and act on proper medical or surgical advice.

   The **Insured Person** (or the **Insured Person**'s legal personal representative) shall at his own expense furnish to **Us** all such certificates information and evidence as may be required by **Us** and the **Insured Person** shall whenever required submit to medical examination on behalf of **Us**. In the event of the death of the **Insured Person**, **We** shall be entitled to have a post mortem examination at its own expense.

3. Compensation for **Your** loss of life and medical expenses shall be payable to **You** or **Your** legal personal representative. All other compensation of this endorsement which are payable other than to **You** shall be payable directly to the injured **Insured Person** or to such **Insured Person**'s legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such **Insured Person**.

4. The sum insured under Section 1(B) shall be **Our** limit of liability in respect of any one accident. If at the time of accident, there be any other subsisting insurance covering medical expenses, this endorsement shall not be liable to pay or contribute more than its rateable proportion.

5. No compensation shall be payable under this endorsement until the total amount of such compensation shall have been ascertained and agreed.

6. All differences arising out of this endorsement shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the **Insured Person** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. This endorsement will be automatically terminated upon the payment of one hundred per cent (100%) of the sum insured stated in Section 1(A) above to the **Insured Person** or in the event of a theft or total loss of **Your Car** or **Your** death.

8. **Your** NCD entitlement will not be affected if a claim is made under any of the benefits under this endorsement.

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

BMPP MULTI DRIVE PROTECTOR PLUS (NON-TARIFF)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will cover the **Insured Person** whilst with **Your** permission, is driving, travelling or riding on and/or boarding or alighting from **Your Car** during the **Period of Insurance** shall sustain bodily injury which solely and directly caused by accidental, external and visible means, **We** will pay the sum or sums of money as specified in the **Schedule** and in accordance to the Table of Compensation in this endorsement, subject to the terms and conditions below.

BENEFITS

SECTION 1: PERSONAL ACCIDENT BENEFITS

TABLE OF COMPENSATION						
Part	**Item No.**	**Results**	**The Sum Payable Per Insured Person (RM)**			
			MDP5	**MDP6**	**MDP7**	**MDP8**
A	1	Death	15,000.00	30,000.00	45,000.00	60,000.00
	2	(a) Loss of both hands or both feet or sight of both eyes (b) Loss of one hand and one foot (c) Loss of either hand or foot and sight of one eye	15,000.00 15,000.00 15,000.00	30,000.00 30,000.00 30,000.00	45,000.00 45,000.00 45,000.00	60,000.00 60,000.00 60,000.00
	3	(a) Loss of either hand or foot (b) Loss of sight of one eye	7,500.00 7,500.00	15,000.00 15,000.00	22,500.00 22,500.00	30,000.00 30,000.00
B	4	Actual expenses reasonably and necessarily incurred for medical and surgical treatment (by legally qualified Medical Practitioner only), hospitalisation, and/or engaging a licensed or graduate nurse.	500.00 per accident	1,000.00 per accident	1,500.00 per accident	2,000.00 per accident

PROVIDED ALWAYS THAT:

(i) Compensation under Part A shall not be payable if the death or loss occurs more than twelve (12) calendar months of the date of the accident causing the Result.
(ii) Compensation under Part A shall not be payable for more than one (1) item in respect of the same accident, injury or disablement.
(iii) **We** shall not be liable to make any further payment under this endorsement after a claim under Part A has been admitted and become payable.
(iv) **Our** liability under Part A shall not exceed 100% of the Sum as specified in the Table of Compensation for the **Period of Insurance**.
(v) Loss of hand / foot means loss by physical severance or permanent total loss of use.
(vi) Loss of eye means total and irrecoverable loss of sight.
(vii) In the event that the actual number of passenger(s) exceeds the number stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of passenger(s).

SECTION 2: ROADSIDE ASSISTANCE BENEFITS

This endorsement entitles **You** to Roadside Assistance Benefits arranged by **Us**, twenty-four (24) hours a day, three hundred sixty five (365) days a year, anywhere in Malaysia. The services will only be rendered to **Your Car** specified in the **Schedule** in the event of an accident or breakdown to **Your Car** during the **Period of Insurance**. **You** and/or **Your Authorised Driver** of **Your Car** must call the 24-Hour Toll Free number 1800 22 2262 to request for the services below.

(i) 24-hour Emergency Towing

If **Your Car** breaks down and it is not possible to repair **Your Car** on the site, **We** or **Our** service provider will assist to tow **Your Car**. In the event of breakdown, **You** and/or **Your Authorised Driver** is given flexibility as to where **You** and/or **Your Authorised Driver** want **Your Car** to be towed, either back to **Your** and/or **Your Authorised Driver**'s home or to **Your** and/or **Your Authorised Driver**'s preferred workshop.

In the event of an accident, **Our** service provider will assist to tow **Your Car** to:

- The nearest police station; and/or
- The nearest **Approved Repairer**; and/or
- A safe place of storage while awaiting repair or disposal

Toll charges shall be borne by **You** and/or **Your Authorised Driver**. The twenty-four (24) hours emergency towing services shall be made available in the event **Your Car** is immobilized anywhere in Peninsular Malaysia (excluding the Islands except for Penang and Langkawi) and major towns in East Malaysia.

(ii) Minor Roadside Repair

In the event of breakdown involving **Your Car** within Malaysia, **Our** service provider shall organize and provide minor roadside repair services up to a maximum labour of two (2) hours per event. If the repairs cannot be completed within two (2) hours, **Our** service provider will also arrange to tow **Your Car** to **Your** and/or **Your Authorised Driver**'s preferred workshop. **Our** service provider will pay for the labour cost incurred for the roadside repair. However, **We** or **Our** service provider shall not be responsible for any cost incurred for spare parts required during the Minor Roadside Repairs.

This endorsement does not provide coverage under the following circumstances: -

APPLICABLE TO SECTION 1

1. While **Your Car** is used for hire, racing (other than treasure hunts), rallies, pace making, speed testing or use for purpose in connection with Motor Trade;
2. Where any illegal or unlawful act by **You** and/or **Your Authorised Driver** or **Your Car** is being used for unlawful or illegal purposes or illegal pursuit as an unlicensed common carrier by **You** and/or **Your Authorised Driver**;
3. Where **You** and/or **Your Authorised Driver** does not hold a valid driving license to drive **Your Car** or is not qualified for holding or obtaining such a valid driving license under the regulations of the Malaysia Road Transport Act;
4. Whilst **You** and/or **Your Authorised Driver** is temporarily or otherwise insane or of unsound unstable mind or under the influence of alcohol or drugs.
5. While **Your Car** is being used for carriage of passengers for reward;
6. Self-injury, suicide or attempted suicide, wilful exposure to injury, provoked assault, pregnancy or childbirth or any pre-existing physical defect or infirmity.
7. Loss occasional by war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection, military or usurped power martial law.
   In the event of any claim hereunder the **Insured Person** shall, when so required by **Us**, prove that the claim arise independently of and was in no way connected with or occasioned by contributed to by or traceable to any of the said occurrences or an consequence thereof and in default of such proof **We** shall not be liable to make any payment in respect of such a claim.
8. (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
   (b) Nuclear weapons material.
9. Any act of terrorism
   For the purpose of this condition, any act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
   In any action, suit or other proceeding, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured Person**.

APPLICABLE TO SECTION 2

1. Where services which are not organised or pre-approved directly by **Our** service provider;
2. Where services which are provided outside the territorial limits stated;
3. Any cost on parts and cost of repairs at the workshop or service centre;
4. Failure of **You** and/or **Your Authorised Driver** to take reasonable precautions or to follow warnings of any intended strike, riot or civil commotion via the mass media;
5. Where **Your Car** is or has been modified for participation in rally and racing or modified against government regulations;
6. Where any illegal or unlawful act by **You** and/or **Your Authorised Driver** or **Your Car** is being used for unlawful or illegal purposes or illegal pursuit as an unlicensed common carrier by **You** and/or **Your Authorised Driver**;
7. Where **You** and/or **Your Authorised Driver** does not hold a valid driving license to drive **Your Car** or is not qualified for holding or obtaining such a valid driving license under the regulations of the Malaysia Road Transport Act;
8. Any commercial vehicle;
9. When the car keys are not available or locked inside **Your Car**;
10. When there is no mechanical part in **Your Car**, such as no engine or transmission;
11. Where towing of **Your Car** for the purpose of disposing the vehicle;
12. Where towing of **Your Car** for the purpose of transferring the vehicle from one workshop to another;
13. Where **Your Car** road tax is not valid or is expired or not up to date;
14. Towing **Your Car** which was stolen but is subsequently discovered or found abandoned or due to vandalism;
15. Where **Your Car** that has been dismantled fully or partly in a workshop;
16. Towing **Your Car** that is greater weight than for which it was designed as stated in manufacturer's specifications;
17. Towing **Your Car** that is greater than three (3) tonnes;
18. Towing **Your Car** which registration number does not match with the number registered with **Our** service provider;
19. If **Your Car** requires the use of special equipment during the recovery;
20. If **You** and/or **Your Authorised Driver** drives **Your Car** whilst under the influence of alcohol or drugs or any substances to such an extent as to be incapable of having control of **Your Car**;
21. If **Your Car** is damaged due to flood, storm, fire explosions or lightning.

GENERAL CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The due observance and fulfilment of the terms provisos conditions of this endorsement in so far as they relate to anything to be done or complied with by **You** or any claimant under this endorsement shall be conditions precedent to **Our** liability to make any payment under this endorsement.

2. Upon the happening of any accident likely to give rise to a claim under this endorsement **You** shall within fourteen (14) days after the happening of the accident give notice to **Us** with full particulars of the accident and injuries and the **Insured Person** shall as soon as possible procure and act on proper medical or surgical advice.

   The **Insured Person** (or the **Insured Person**'s legal personal representative) shall at his own expense furnish to **Us** all such certificates information and evidence as may be required by **Us** and the **Insured Person** shall whenever required submit to medical examination on behalf of **Us**. In the event of the death of the **Insured Person**, **We** shall be entitled to have a post mortem examination at its own expense.

3. Compensation for **Your** loss of life and medical expenses shall be payable to **You** or **Your** legal personal representative. All other compensation of this endorsement which are payable other than to **You** shall be payable directly to the injured **Insured Person** or to such **Insured Person**'s legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such **Insured Person**.

4. The sum insured under Section 1(B) shall be **Our** limit of liability in respect of any one accident. If at the time of accident, there be any other subsisting insurance covering medical expenses, this endorsement shall not be liable to pay or contribute more than its rateable proportion.

5. No compensation shall be payable under this endorsement until the total amount of such compensation shall have been ascertained and agreed.

6. All differences arising out of this endorsement shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the **Insured Person** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. In the case of accident, **You** and/or **Your Authorised Driver** are advised not to accept any towing services offered by unauthorized service providers and to call **Our** service provider immediately to request for assistance.

8. This endorsement will be automatically terminated upon the payment of one hundred per cent (100%) of the sum insured stated in Section 1(A) above to the **Insured Person** or in the event of a theft or total loss of **Your Car** or **Your** death.

9. **Your** NCD entitlement will not be affected if a claim is made under any of the benefits under this endorsement.

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

SANC SANCTION LIMITATION & EXCLUSION CLAUSE (NON-TARIFF)

No (re) Insurer shall be deemed to provide cover and no (re) Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or Malaysia, or any list related to sanction that is applicable in Malaysia.