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

Private Car
Third Party, Fire and Theft 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
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: 1-300-88-5465
(Overseas: +603 2174 1717)
BNMLINK Webpage: bnm.gov.my/BNMLINK

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

BNMLINK
Tingkat 4, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: 1-300-88-5465
(Luar Negara: +603 2174 1717)
Laman Web BNMLINK: bnm.gov.my/BNMLINK

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 pages 16 to 17 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 31 (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, failing which similar consequences may apply.

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, failing which similar consequences may apply.

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 (but not limited to) the following:

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

What is covered?

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

Page	***Basic Cover:***	***Comprehensive***	***Third Party, Fire and Theft***	***Third Party Only***
7 to 9	***Section A: Loss or Damage to Your Own Car***			
7	*1. a. Events We Cover*			
	(i) accidental collision or overturning	✓	X	X
	(ii) collision or overturning caused by mechanical breakdown	✓	X	X
	(iii) collision or overturning caused by wear and tear	✓	X	X
	(iv) impact damage caused by falling objects subject to certain exclusions	✓	X	X
	(v) fire, explosion or lightning	✓	✓	X
	(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	✓	X	X
	(vii) burglary, housebreaking or theft	✓	✓	X
	(viii) malicious act	✓	X	X
	(ix) while in transit (limited cover)	✓	X	X
8	*1. b. Events We Do Not Cover*	✓	✓	X
8 to 9	*2. Basis of Settlement (how we will settle your claim)*	✓	✓	X
9	*3. Towing Costs (to an Approved Repairer or safe place)*	✓	✓	X
9 to 11	***Section B: Liability to Third Parties***			
9	*1. a. What is Covered (by this section)*	✓	✓	✓
10	*1. b. What is Not Covered (by this section)*	✓	✓	✓
10	*2. Limits of Our Liability (the maximum that we pay)*	✓	✓	✓
10	*3. Cover for Legal Personal Representatives (if you are dead)*	✓	✓	✓
10	*4. Maximum Legal Costs (if approved)*	✓	✓	✓
11	*5. Rights of Recovery*	✓	✓	✓
11	***Section C: No Claim Discount***	✓	✓	✓
11 to 13	***Section D: General Exceptions (what is not covered by the policy)***	✓	✓	✓
13 to 15	***Section E: Conditions (terms that you must comply with)***	✓	✓	✓
16 to 17	***Section F: Definitions (explains the words in bold)***	✓	✓	✓
18 to 23	***Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)***	*Optional*	*Optional*	*Optional*
24 to 31	***Section H: Non-Tariff Endorsements***	*Optional*	*Optional*	*Optional*

Key: ✓= applicable X = not applicable

PCTF/E/09/2026

What this policy does not cover?
These are referred to as 'Exceptions' in your policy and there are three sections where you can find them:
- *Section A1b – see 'Events We Do Not Cover' (page 8): applicable to Comprehensive policy only.*
- *Section B1b – see 'What is Not Covered' (page 10): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.*
- *Section D – see 'General Exceptions' (pages 11 to 13): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.*

There are generally three reasons why we put these exceptions in your basic Private Car Policy:
1. *Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Policy but which can be covered if you pay additional premium are:*
   - *flood, storm {see Section A1b – 'Events We Do Not Cover' (page 8)};*
   - *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 12)}; and*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 12)}.*

2. *There are other risks which are not covered by the basic Private Car Policy or by any of its extensions. We would have to issue a different policy if you want these types of cover. For example, the following are not covered by your Private Car Policy but can be covered under a different type of policy:*
   - *carriage of goods must be covered under a Commercial Vehicle Policy; and*
   - *hire or reward must be covered by taxi or hired car policy.*

3. *We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' (pages 11 to 12) such as:*
   - *war, nuclear fission or fusion;*
   - *risks that are against public policy or against the law; and*
   - *drunk driving.*

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

The following are some examples of how your car can be used:
- *to visit relatives and friends, for shopping etc.; and*
- *for some limited business use such as getting to and from work, and meeting customers.*

However, we will <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 11)};*
  - *has your permission to drive (see definition of Authorised Driver in page 16); and*
  - *complies with all the terms and conditions of this policy.*
- *Although anyone complying with the above conditions can drive your car, you may have to pay an additional excess depending on the age of the driver, the type of licence the driver possesses or if the driver is not a named driver (see explanation on excess in page 6). If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.*

In which territory is your car covered?
This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Policy, you will need to purchase Endorsement 100 (see page 21), which provides a limited cover for your liability for death or bodily injury of passengers.

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

How much should you insure your car for under a Comprehensive or Third Party, Fire and Theft Policy?
To be safe, you should insure your car at its current market value (see definition in pages 16 to 17). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your car is under-insured (see Section A2e – 'Under-Insurance' in page 9).

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

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

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

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

What is No Claim Discount ("NCD")?
This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.
The applicable NCD can be checked with us or the Central NCD Database ("CND") at https://www.mycarinfo.com.my/ncd check/online before the purchase of your Private Car Policy.

What is an Excess?
This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your policy. Note that there is also the Compulsory Excess (see page 9) where you have to bear an additional excess of RM400 if you or the person driving your car:

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

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

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

- ***Do:***
  - *inform us as soon as possible about any incident which may give rise to a claim;*
  - *report all accidents to the police within 24 hours as required by law;*
  - *submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;*
  - *move your car to an Approved Repairer for repairs or windscreen repairs or replacement;*
  - *fully fill up the relevant sections of your claim form – do not put "refer to police report"; and*
  - *if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing. Your NCD entitlement will not be affected and you can claim the excess that you had paid from the insurer of the third party.*

- ***Don't:***
  - *negotiate, admit or repudiate any claim without our consent (see Condition 2 in pages 13 to 14); and*
  - *authorise repair without our consent (see Condition 2f in page 14).*

Condition 2 of your policy (see pages 13 to 14) spells out the do's and the don'ts after an accident or theft in more detail.

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PRIVATE CAR THIRD PARTY, FIRE AND THEFT POLICY

Our agreement with You

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

Consumer Insurance Contract

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

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

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

Non-Consumer Insurance Contract

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

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

Section A: Loss or Damage to Your Own Car

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

1a: Events We Cover

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

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

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

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

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

1b: Events We Do Not Cover

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

We will not pay for the following losses:

(i) Consequential Losses
Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.

(ii) Loss of Use
Any expense or financial loss that **You** may incur because **You** cannot use **Your Car** e.g. cost of hiring replacement car, travelling expenses etc.

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

(iii) Depreciation
The loss of value of **Your Car** due to the damage sustained or the time taken to repair the **Car**, and / or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.

(iv) Breakdown or Malfunction of Parts
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.

(v) Damage to Tyre(s)
Any damage to the tyre(s) of **Your Car** unless other parts of **Your Car** are also damaged at the same time.

(vi) Convulsions of Nature
Any loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

(vii) Excess
The amount of **Excess** stated in the **Schedule**. This is the first amount that **You** have to bear in respect of each and every claim under the **Policy**.

(viii) Loss of Electronic Data
Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.

(ix) Cheating or Criminal Breach of Trust
Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.

2. *Basis of Settlement*

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

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

- arrange for **Your Car** to be repaired at an **Approved Repairer** and pay the cost of repairing **Your Car** to the condition which is as near as possible to the condition it was in before the loss happened;
- pay **You** in cash the amount **We** estimate it would cost to repair **Your Car**; or
- reinstate or replace **Your Car** with one of the same make, model, age and general condition.

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

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

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

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

and
- the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

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

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

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

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

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

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

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

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

g. Compulsory Excess *(please see page 6 for explanation)*
In addition to the **Excess** shown in the **Schedule, We** have the right to deduct another RM400 as Compulsory **Excess** if at the time of the **Incident**, **You** or the person driving **Your Car** with **Your** consent:

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

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

3. *Towing Costs*

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

Section B: Liability to Third Parties

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

1a: What is Covered?

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

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

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

1b: What is Not Covered?

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

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

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

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

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

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

Liability to passengers other than:
a) passengers carried for hire or reward;
b) employees in the course of employment; or
*c) **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 A1b (see page 8) and B1b (see page 10).*

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

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

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

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

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

5. Use for Racing etc.
There is no cover under this **Policy** if **You** use or **You** allow **Your Authorised Driver** to use **Your Car**:
a. to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
b. on any racetrack.

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

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

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

7. Failure to take Precaution
We will not pay for any additional damages if after an **Incident** or breakdown **You**:
a. left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage; or
b. continue to drive **Your Car** in an unroadworthy condition before any repair is done.

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

8. War Risk
There is no cover under this **Policy** for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:
a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

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

9. Nuclear Risk
There is no cover under this **Policy** for any accident, loss or damage to any property or any loss or liability arising 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.

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

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

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

PCTF/E/09/2026

12. Unauthorised Driver

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

Section E: Conditions – These apply to the whole Policy

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

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

Conditions Precedent to Policy Liability

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

1. Duty of Disclosure

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

A. Consumer Insurance Contract

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

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, failing which similar consequences may apply.

2. Accidents and Claims Procedures

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

a. Notify **Our** claims department of the **Incident** and get a Claim Form. **You** must notify **Us** of the **Incident** as soon as possible but in any event:

- Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
- Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Incident**.

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

b. Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.

c. Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

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

d. If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.

e. Send **Your Car** to any of an **Approved Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Car** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Policy** if **You** breach this condition.

f. **You** must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Policy**.

You must not do any of the following:

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

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

*The conditions above also apply to anyone else who wishes to claim under the terms and conditions of this **Policy**. "Anyone else" may refer to personal representative or administrator / 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 there are differences or disputes on any matters relating to this **Policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Asian International Arbitration Center (AIAC) shall appoint an Umpire.

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.

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

2. **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.

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

4. **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.

5. **Car**
   This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and **Accessories** fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.

6. **Certificate of Insurance**
   This certificate is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Policy** is issued.

7. **Cheating**
   This follows the meaning as defined under Section 415 of the Penal Code which is as follows:
   Whoever by deceiving any person, whether or not such deception was the sole or main inducement:
   a. fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
   b. intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property,

   is said to "cheat".

8. **Criminal Breach of Trust**
   This follows the meaning as defined under Section 405 of the Penal Code which is as follows:
   Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".

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

10. **Excess**
    This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.

11. **Household**
    This refers to all members of **Your** or **Your Authorised Driver's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.

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

13. **Limitations as to Use**
    According to **Your Certificate of Insurance** (**CI**), **Your Car** can only be used for "Social, domestic and pleasure purposes and for the policyholder's business". The **CI** also states that "The **Policy** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

14. **Market Value**
    This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the

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

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

16. Minimum Premium
The minimal premium described in the **Schedule**.

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

18. 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.

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

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

21. 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.

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

23. Schedule
This document shows **Your** name and address, the **Period of Insurance**, the sections of this **Policy** which apply, the premium **You** have paid, the **Car** which is insured, the **Sum Insured** and details of any extensions or **Endorsements**.

24. Sum Insured
This is the maximum that **We** will pay **You** for a claim under Section A. This amount is shown in the **Schedule**. The **Sum Insured** must be sufficient to cover the cost to replace **Your Car** in the event of an **Incident** that completely destroys it.

25. We, Our, Us
This refers to the licensed Insurance Company that is issuing **You** this **Policy**.

26. You, Your, Yourself
This refers to the policyholder or person described in the **Schedule** as "the Insured".

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

*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 1: Excess All Claims *(please see page 6 for explanation and page 16 for definition)*

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

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

Endorsement 2: Excess Damage Claim *(please see page 6 for explanation and page 16 for definition)*

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

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

Endorsement 3(p): Third Party Only Insurance *(please see page 4 - "What is Covered?")*

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

Endorsement 3(q): Third Party, Fire and Theft Insurance *(please see page 4 - "What is Covered?")*

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

Endorsement 14: Transfer of Interest

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

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

Endorsement 15: Hire Purchase

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

Endorsement 15(a): Employer's Loan

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

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

Endorsement 18: Fleet Rated Risks – Cancellation of ‘No 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: Caravan / Luggage / Boat Trailers

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

This endorsement does not cover:

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

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

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

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

Endorsement 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 25: Strike, Riot and Civil Commotion

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

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

This endorsement does not cover:

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

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

Endorsement 57: Inclusion of Special Perils

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

Endorsement 72: Legal Liability of Passengers for Negligent Acts

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

a. is not driving **Your Car**;
b. is not entitled to indemnity under any other policy of insurance 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 87: Agreed Value Clause

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

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

Endorsement 89: Cover for Windscreen, Windows and Sunroof

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

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

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

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

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

Endorsement 95: Leasing Agreement

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

Endorsement 97: Separate Cover for Accessories fixed to Your Car

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

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

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

Endorsement 97(a): Gas Conversion Kit and Tank

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

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

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

Endorsement 100: Legal Liability to Passengers

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

a. death or bodily injury to any passenger being carried for hire or reward;

b. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;

c. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and / or any member of **Your** or **Your Authorised Driver's Household**;

d. liability to any person who is a member of **Your** and / or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;

e. liability caused by a passenger travelling in or alighting from **Your Car**;

f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;

g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or

h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

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

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

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

Endorsement 101: Extension of Cover to the Kingdom of Thailand

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

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

Endorsement 102: Extension of Cover to 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

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

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

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

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

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

The cover provided under this endorsement is terminated automatically when:

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

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

Endorsement 112: Compensation for Assessed Repair Time (CART)

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

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

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

We will not pay:

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

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

Endorsement 113: Reference to Motor Vehicle Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by **Us** to determine the **Sum Insured** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as the **Market Value** at the time of the loss.

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

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

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

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

Section H: Non-Tariff Endorsements

BWOB WAIVER OF BETTERMENT (NON-TARIFF)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agreed that **You** would not be required to contribute any amount towards **Your Car's** betterment in new original parts are used to repair **Your Car** on condition that:

a) The age of **Your Car** must not be less than 5 years and not more than 7 years; and
b) The sum insured of **Your Car** must not be less than RM10,000 and not more than RM300,000.

For the purpose of determining the age and sum insured of **Your Car**, please refer to Section A(2)(f) and Endorsement 113 (reference to Motor Vehicle Market Valuation System) of this policy.

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

BLPB LOSS OF PERSONAL MOBILE PHONE AND LAPTOP (NON-TARIFF)

In consideration of the payment of additional premium, **We** will indemnify **You** for the loss of **Your** Personal Mobile Phone or Laptop up to the limit as stated in the **Schedule** is resulting from:

i. Damage to **Your** vehicle under Section A of this **Policy**, or
ii. **Your** Mobile Phone or Laptop is stolen from **Your** vehicle, or
iii. **Your** Mobile Phone or Laptop which is in **Your** stolen vehicle.

Provided always that:

a) An **Excess** as stated in the **Schedule** would be applicable for each claim under this add-on
b) A Police Report is lodged with the Police for such loss with evidence of forcible entry
c) Invoice is produced for the item claim for
d) Amount payable is up to the limit or market value of the item claim for whichever is lower
e) **We** would not be liable for:
   - Any losses in open or convertible cars
   - Any losses for instances of burglary and other affirmative criminal acts where there is no apparent forcible entry
   - Any losses unless **Your** vehicle is locked, and all doors and windows are properly fastened while unattended
   - Any theft from un-attended accident vehicle
   - Any claim intimated to the Company after 14 days of such loss
   - Any items of third parties

BMDE MULTI DRIVE BRAVO (NON-TARIFF)

1. Waiver of Excess for Authorised Driver (Non-Tariff)
It is hereby declared and agreed that the Compulsory Excess of RM400 under Item 2(g) (Basis of Settlement) of Section A does not apply to **You** or the person driving **Your Car** with **Your** consent other than if **You** or the person driving **Your Car**

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

Subject otherwise to the terms and conditions of this policy.

2. Limited Act of God Cover (Non-Tariff)
Act of God means an accident or event resulting from natural causes, without human intervention or agency, and one that could not have been prevented by reasonable foresight or case which is not limited to Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip or any other Convulsion of Nature.

We will extend **Our** cover under Section A of this **Policy** for loss or damage of **Your Car** caused by **Act of God**. **We** will pay for the cost of repair or loss to **Your Car**, up to the **Policy Sum Insured** or the **Market Value** of **Your Car** at the time of loss or damage, whichever value that is lower and subject to the maximum amount of RM10,000. **You** will also be subject to Section A2e if **You** are under-insured.

3. Additional Cash Pay-out (Non-Tariff)
We will pay **You** an amount equivalent to twenty per cent (20%) of the **Sum Insured** or the maximum amount of RM5,000 in the event of total loss due to accident and theft to **Your Car** subject to the following condition:
- The motor claim made under Section A of this **Policy** for total loss has been fully paid by **Us**.

General Exclusions:
- The total loss of **Your Car** is caused by Act of God such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

Note:
Provided that there is only one (1) claim payable under either Limited Act of God Cover or Additional Cash Pay-out under this bundled add-on.
Reinstatement is not allowed for any of the benefits in this Section.
Your NCD entitlement will be affected if a claim is made under this bundled add-on.

PCTF/E/09/2026

BMDF MULTI DRIVE BRAVO PLUS (NON-TARIFF)

1. **Waiver of Excess for Authorised Driver (Non-Tariff)**
It is hereby declared and agreed that the Compulsory Excess of RM400 under Item 2(g) (Basis of Settlement) of Section A does not apply to **You** or the person driving **Your Car** with **Your** consent other than if you or the person driving **Your Car**

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

Subject otherwise to the terms and conditions of this policy.

2. **Limited Act of God Cover (Non-Tariff)**
Act of God means an accident or event resulting from natural causes, without human intervention or agency, and one that could not have been prevented by reasonable foresight or case which is not limited to Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip or any other Convulsion of Nature.

We will extend **Our** cover under **Section A** of this **Policy** for loss or damage of **Your Car** caused by **Act of God**. **We** will pay for the cost of repair or loss to **Your Car**, up to the **Policy Sum Insured** or the **Market Value** of **Your Car** at the time of loss or damage, whichever value that is lower and subject to the maximum amount of RM20,000. **You** will also be subject to Section A2e if **You** are under-insured.

3. **Additional Cash Pay-out (Non-Tariff)**
We will pay **You** an amount equivalent to twenty per cent (20%) of the Sum Insured or the maximum amount of RM5,000, whichever value that is lower, in the event of total loss due to accident and theft to **Your Car** subject to the following condition:

- The motor claim made under **Section A** of this **Policy** for total loss has been fully paid by **Us**.

General Exclusions:

- The Total loss of **Your Car** is caused by Act of God such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

4. **Daily Cash Allowance (Non-Tariff)**
We will pay **You** a cash allowance of RM50 per day up to a maximum of seven (7) days for the repair period recommended by **Our Adjuster** in the event own damage claim is made under this **Policy**, subject to the following conditions:

a. **Your Car** undergoes the necessary repair at **Approved Repairer**;
b. **We** will not pay any daily cash allowance for repair work conducted due to accident, without the recommendation of **Our Adjuster**;
c. **We** will not pay any amount which exceeds the repair period recommended by **Our Adjuster** even if the actual repair work takes a longer period to complete. If the repair work is completed sooner than expected, **We** will only pay **You** the actual number of days required to complete the repair work;
d. The daily cash allowance will not be paid if **You** are provided with a courtesy vehicle by the **Approved Repairer** during the repair period;
e. The daily cash allowance will not be paid for any repair or replacement of windscreen or window(s) or for a total loss, theft or an own damage knock for knock claim.

The cover is limited to one (1) occurrence in each **Period of Insurance**.

5. **Key Replacement (Non-Tariff)**
This **Policy** shall cover the loss or damage of **Your Car Key(s)** due to actual or attempted theft, robbery or housebreaking, subject to a police report being lodged within twenty four (24 hours) of occurrence of the **Incident**, upon receiving the original receipt from **You**, **We** will reimburse the actual expenses incurred to repair or replace the **Key(s)** up to the maximum amount of RM1,000 provided the repair work or replacement keys were carried out or were purchased from an **Approved Repairer**.
We shall have the discretion to determine whether to replace, repair, or pay an amount equal to the loss of up to RM1,000 for one (1) set of **Key(s)** as **We** deem appropriate.

This benefit does not cover:

a. loss or damage caused by theft or attempted theft if the **Key(s)** to **Your Car** is left unsecured or unattended, or is left in or on **Your Car** whilst it is unattended;
b. loss or damage due to mysterious disappearance or unexplained losses where it cannot be proved that theft, robbery or housebreaking occurred; or
c. Any claim for additional or duplicate keys.

The cover is limited to one (1) set of **Key(s)** claimable up to one (1) occurrence in each **Period of Insurance.**

6. **Window Snatch Theft (Non-Tariff)**

We will pay You compensation of up to RM500 in the event that the windscreen or window(s) of Your Car is/are broken by an unknown person with the intent to steal which results in the loss of possessions placed in Your Car subject to the following conditions:

a. The **Incident** occurred whilst **You** or **Your Authorised Driver** were driving **Your Car** on the road;
b. A police report is lodged at the nearest police station where the **Incident** took place within 24 hours after the **Incident** occurred; and
c. To **Our** satisfaction, **You** or **Your Authorised Driver** have taken all reasonable steps to limit and prevent further loss and damage.

For avoidance of doubt, **We** will not pay compensation for loss or losses due to any wilful act or negligence.
The cover is limited to one (1) occurrence in each **Period of Insurance**

7. Legal Liability of Passengers (Non-Tariff)

We agree that the insurance provided under Section B of this **Policy** will include for the legal liability incurred by any passenger (up to RM20,000) in **Your Car** on condition that the passenger:

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

This benefit does not cover:

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

The maximum amount that **We** will pay for this benefit is RM20,000 per occurrence.

8. Legal Liability to Passengers (Non-Tariff)

We shall pay towards **You** or **Your Authorised Driver's** liability (up to RM20,000) 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 benefit, **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 benefit 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:

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

The maximum amount that **We** will pay for this benefit is RM20,000 per occurrence.

Note:
Provided that there is only one (1) claim payable under either Limited Act of God Cover or Additional Cash Pay-out under this bundled add-on.
Reinstatement is not allowed for any of the benefits in this Section.
Your NCD entitlement will not be affected if a claim is made under Key Replacement or Window Snatch Theft under this bundled add-on.

BRTI RETURN TO INVOICE GUARANTEED ASSET PROTECTION (NON-TARIFF)

In consideration of the premium that **You** paid **Us** for this endorsement, **We** will pay **You** the Purchase Price (inclusive of government tax) of **Your** vehicle if it is declared under Section A of this **Policy** as motor vehicle theft, beyond economic repair or actual total loss by **Us**. The coverage is offered to:

a) Existing registered vehicle aged less than 5 (five) year; and
b) Insured under a comprehensive motor insurance policy from **Us**

For the purpose of determining the age of **Your Car**, please refer to Section A(2)(f) of this **Policy**.

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**. If the **Insured Person** sustains bodily injury which solely and directly caused by accidental, external and visible means during such occurrence, **We** will pay the sum or sums of money as specified in the **Schedule** and in accordance to the Table of Compensation under this endorsement, subject to the terms and conditions below.

TABLE OF COMPENSATION

Part	Item No.	Events	The Sum Payable Per 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

For the purpose of this endorsement, the word "**Insured Person**" refers to **You, Your Authorised Driver** and/or passenger(s).

PROVIDED ALWAYS THAT:

1. 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 event.
2. Compensation under Part A shall not be payable for more than one (1) item in respect of the same accident, injury or disablement.
3. **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.
4. **Our** liability under Part A shall not exceed 100% of the sum as specified in the Table of Compensation for the **Period of Insurance**.
5. Loss of hand / foot means loss by physical severance or permanent total loss of use.
6. Loss of eye means total and irrecoverable loss of sight.
7. In the event that the actual number of passenger(s) exceeds the number of seating capacity 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 this **Policy**, the **Insured Person** shall, when so required by **Us**, prove that the claim arises independently of, and was in no way connected with or occasioned by, contributed to by, 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/her 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.

   Depending on the type of claim, **We** may require **You** to take certain actions and/or submit certain documents to **Us** before the claim can be assessed and processed. **We** reserve the right to request additional documents, information, confirmation, certification or evidence as may be required by **Us** for the purpose of assessing and processing the claim.
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 Part B of the Table of Compensation 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 Part A of the Table of Compensation 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 provide the benefits described under Sections 1, 2 and 3 of this endorsement during the **Period of Insurance**.

TABLE OF COMPENSATION						
Part	**Item No.**	**Events**	**The Sum Payable Per 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	15,000.00	30,000.00	45,000.00	60,000.00
		(b) Loss of one hand and one foot	15,000.00	30,000.00	45,000.00	60,000.00
		(c) Loss of either hand or foot and sight of one eye	15,000.00	30,000.00	45,000.00	60,000.00
	3	(a) Loss of either hand or foot	7,500.00	15,000.00	22,500.00	30,000.00
		(b) Loss of sight of one eye	7,500.00	15,000.00	22,500.00	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

For the purpose of this endorsement, the word “**Insured Person**” refers to **You, Your Authorised Driver** and/or passenger(s).

<u>SECTION 1: PERSONAL ACCIDENT BENEFITS (NON-TARIFF)</u>

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**. If the **Insured Person** sustains bodily injury which solely and directly caused by accidental, external and visible means during such occurrence, **We** will pay the sum or sums of money as specified in the **Schedule** and in accordance to the Table of Compensation under this endorsement, subject to the terms and conditions below.

<u>SECTION 2: MOBILITY PERSONAL ACCIDENT (NON-TARIFF)</u>

(Notwithstanding anything contained in this **Policy**, the benefit under this *Section 2: Mobility Personal Accident (Non-Tariff)* shall apply only to an individual person named as the ‘Insured’ in the **Schedule**. No benefit shall be payable under this section where the ‘Insured’ is a company, corporation or other legal entity.)

We will pay the amount as specified in the **Schedule** and in accordance to the Table of Compensation under this endorsement if **You** suffer death or injury arising from an accident whilst travelling as a fare-paying passenger on any mode of **Public Transport Services**, subject to the terms and conditions below.

Territorial limit: Malaysia only.

“**Public Transport Services**” means any licensed bus, taxi, e-Hailing, ferry and rail services for use by the general public as fare-paying passengers, and which are not obtained through a private arrangement basis. This excludes all modes of transportation that are privately arranged, chartered, or arranged as part of a tour, even if the services are regularly scheduled.

CONDITIONS applicable to Section 1 and Section 2:

1. 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 event.
2. Compensation under Part A shall not be payable for more than one (1) item in respect of the same accident, injury or disablement.
3. **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.
4. **Our** liability under Part A shall not exceed 100% of the sum as specified in the Table of Compensation for the **Period of Insurance**.
5. Loss of hand / foot means loss by physical severance or permanent total loss of use.
6. Loss of eye means total and irrecoverable loss of sight.
7. In the event that the actual number of passenger(s) exceeds the number of seating capacity stated in the **Schedule**, **Our** limit of liability per person under Section 1 of this endorsement shall be reduced proportionately to the actual number of passenger(s).

EXCLUSIONS applicable to Section 1 and Section 2:

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, in relation to Section 1 of this endorsement;
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, in relation to Section 1 of this endorsement;
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, in relation to Section 1 of this endorsement;
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 this **Policy**, the **Insured Person** shall, when so required by **Us**, prove that the claim arises independently of, and was in no way connected with or occasioned by, contributed to by, 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**.

SECTION 3: ROADSIDE ASSISTANCE BENEFITS (NON-TARIFF)

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.

EXCLUSIONS applicable to Section 3:

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/her 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.

Depending on the type of claim, **We** may require **You** to take certain actions and/or submit certain documents to **Us** before the claim can be assessed and processed. **We** reserve the right to request additional documents, information, confirmation, certification or evidence as may be required by **Us** for the purpose of assessing and processing the claim.

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 Part B of the Table of Compensation 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 Part A of the Table of Compensation 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**.

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.