

## MOTOR PRO INSURANCE POLICY POLISI INSURANS MOTOR PRO

### INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

### MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.

### BRANCH NETWORK / RANGKAIAN CAWANGAN

**The Pacific Insurance Berhad**

Co. Reg (New) 198201011878 (Old: 91603-K)

40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)

Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: customerservice@pacificinsurance.com.my

Website: www.pacificinsurance.com.my

**NORTHERN REGION  
KAWASAN UTARA**

**Alor Setar**

No 15, Ground & First Floor,  
Kompleks Perniagaan Long  
Island Trade Centre,  
Seberang Jalan Putra, Mergong,  
05150 Alor Setar, Kedah  
Tel : 04 - 732 4377  
Fax : 04 - 731 5869

**Penang**

A-3-7 & 8, Vantage Desiran  
Tanjung  
10470 Tanjung Tokong,  
Penang  
Tel : 04 - 893 1757  
Fax : 04 - 893 1077

**Ipoh**

No 12 & 12A, Persiaran  
Greentown 1,  
Pusat Perdagangan Greentown,  
30450 Ipoh, Perak.  
Tel : 05 - 241 9933  
Fax : 05 - 241 9393

**Taiping**

31 Jalan Medan Taiping 2  
Medan Taiping  
34000 Taiping, Perak  
Tel : 05 - 806 3388  
Fax : 05 - 806 2666

**CENTRAL REGION  
KAWASAN TENGAH**

**Petaling Jaya**

Wisma MCIS, Level B1 & Level 3A  
Tower 2, Jalan Barat,  
46200 Petaling Jaya,  
Selangor.  
Tel : 03 - 7453 8222  
Fax : 03 - 7453 8221

**Klang**

No. 42, Pelangi Avenue,  
Jalan Kelicap 42A/KU1,  
41050 Klang, Selangor.  
Tel : 03 - 3341 0115  
Fax : 03 - 3341 0103

**EAST COAST  
PANTAI TIMUR**

**Kuantan**

Ground Floor,  
B36 Lorong Tun Ismail 11,  
Jalan Tun Ismail 1,  
25000 Kuantan, Pahang  
Tel : 09 - 514 2882  
Fax : 09 - 514 2953

**SOUTHERN REGION  
KAWASAN SELATAN**

**Seremban**

Lot 2, Jalan Era Square 2,  
Era Square,  
70200 Seremban, Negeri Sembilan.  
Tel : 06-767 5066  
Fax : 06-767 5068

**Melaka**

Lot 20,  
Jalan Kota Laksamana 3/14,  
Pangsapuri Kota Laksamana,  
75200 Melaka  
Tel : 06 - 288 8710  
Fax : 06 - 288 8721

**Johor Bahru**

G-01-07, Komersial Southkey Mozek,  
Persiaran Southkey 1, Kota Southkey,  
80150 Johor Bahru, Johor.  
Tel : 07 - 338 3365  
Fax : 07 - 336 4441

**EAST MALAYSIA  
MALAYSIA TIMUR**

**Kota Kinabalu**

Unit B-0-5, Ground Floor,  
Blok B, Karamunsing Capital,  
88300, Kota Kinabalu, Sabah  
Tel : 088 - 233 292  
Fax : 088 - 232 195

**Kuching**

C149 & C249, Ground Floor & First Floor,  
L2116, 4422, 7029 & 7030,  
Jalan Pending, Icom Square Block C,  
93450 Kuching, Sarawak.  
Tel : 082 - 552 421  
Fax : 082 - 552 402

## IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

## OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

## COMPLAINTS PROCEDURES

### Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Fax: +603-2633 8998  
E-mail: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

### Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Director  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10992  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Fax: +603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(For claims matters only)

## NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendorsan atau perubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang perubahan atau pindaan, sila beritahu kami dengan segera untuk pembetulan yang sewajarnya.

## PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera dibelakang) untuk melayan keperluan anda.

## TATACARA ADUAN

### Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari laman sesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Faks: +603-2633 8998  
Emel: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan. Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

### Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Pengarah  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10992  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Emel: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman Perkhidmatan Kewangan (OPK)  
(Dahulu dikenali sebagai Biro Pengantaraan Kewangan)  
Tingkat 14, Blok Utama  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Faks: +603-2272 1577  
Emel: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(Berkenaan hal-hal tuntutan sahaja)



A member of the Fairfax Group

The Pacific Insurance Berhad (91603-K)  
40-01, Q Sentral 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Fax: +603-2633 8998  
Website: www.pacificinsurance.com.my

STAMP  
DUTY  
PAID

# MOTOR PRO

[FOR INDIVIDUAL NAMED POLICYHOLDER ONLY]

Item	Description	Page
1.	INTRODUCING THE PACIFIC INSURANCE BERHAD	1
2.	BRANCH NETWORK / RANGKAIAN CAWANGAN	1
3.	IMPORTANT NOTICE	1
4.	OUR PROMISE OF SERVICE	1
5.	COMPLAINTS PROCEDURES	1
6.	WARNING NOTICE	2
7.	WHAT MAKES UP YOUR INSURANCE CONTRACT?	2
8.	SERVICE TAX CLAUSE	2
9.	EXPLANATORY NOTES	2
10.	PRIVATE CAR POLICY - Our agreement with You	5
11.	DEFINITIONS OF SPECIFIC WORDS IN POLICY / GLOSSARY	6
12.	SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR	7
13.	SECTION B: LIABILITY TO THIRD PARTIES	10
14.	SECTION C: OTHER BENEFITS	11
15.	SECTION D: NO CLAIMS DISCOUNT (NCD)	12
16.	SECTION E: GENERAL EXCLUSIONS	12
17.	SECTION F CONDITIONS	13
18.	SECTION G: ENDORSEMENTS	15

## INTRODUCING THE PACIFIC INSURANCE BERHAD

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## BRANCH NETWORK / RANGKAIAN CAWANGAN

The Pacific Insurance Berhad

40-01, Q Sentral, 2A, Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia (PO Box 12490, 50780 Kuala Lumpur)

Tel: 03-2633899; Fax: 03-26338998; Toll Free Line: 1-800-88-1629; Email: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

Website: <https://www.pacificinsurance.com.my/contact/> for information of our branches

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## OUR PROMISE OF SERVICE

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2A, Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral,  
50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel : +603-2633 8999 Fax: +603-2633 8998  
E-mail: customerservice@pacificinsurance.com.my

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**Our** Officer handling **Your** complaint shall revert to **You** no later than 14 days from the date of receipt of the complaint. If the case is complicated or involves complex issue that requires further investigation, **Our** Officer shall inform **You** of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged. Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g. medical, forensic or police investigation reports), **Our** Officer shall follow up with the relevant third party for the information/document required, and provide **You** updates on the progress of the case at least on a monthly basis. Once complete information/document is received. **Our** Officer shall finalise the investigation and be in touch with **You** within 14 days.

#### Step 3

In the event that **You** are still not satisfied, **You** could address **Your** complaint to the following bureaus:

##### **Ombudsman for Financial Services (OFS)**

*(Formerly known as Financial Mediation Bureau)*

Level 14, Main Block, Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
Tel : +603-2272 2811; Fax: +603-2272 1577

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

(For claims matters only)

Director

LINK and BNM Offices

Bank Negara Malaysia,

P. O . Box 10992, 50929 Kuala Lumpur

Te l : 1-300-88-5465; Fax: +603-2174 1515

Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

#### **WARNING NOTICE:**

- 1. All Accidents must be reported to the police within 24 hours.**
- 2. It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to Your motor insurance. If this extension is required, please contact Your agent or Our nearest branch for further information.**

#### **WHAT MAKES UP YOUR INSURANCE CONTRACT?**

**Your** insurance contract with **Us** is made up of the following:

- (a) insurance **Policy** in pages 5 onwards;
- (b) the information **You** provided **Us** when **You** applied for this insurance;
- (c) the **Schedule**;
- (d) the **Endorsements** attached to the **Policy**; and
- (e) the **Certificate of Insurance (CI)**.

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

#### **SERVICE TAX CLAUSE**

Service Tax is implemented by the Government of Malaysia with effect from 1 September 2018 at a rate of six (6%) percent. **We** reserve the right to collect from **You** an amount equivalent to the Service Tax payable on the applicable premium for the **Policy** period. **Your** obligation to pay Service Tax shall form part of the Terms and Conditions in **Your** insurance **Policy**.

The laws governing Service Tax are the **Service Tax Act 2018** and all subsidiary legislations published in the Malaysian Government Gazette from time to time.

#### **EXPLANATORY NOTES**

##### **1. How to read this document**

To help **You** read and understand **Your Policy** better, **We** provide some explanatory notes together with comments and examples. 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.

##### **2. Words in bold / Definition of Specific Words in Policy**

The words in bold or stated in DEFINITION OF SPECIFIC WORDS IN POLICY / GLOSSARY have been given specific meaning in insurance **Policy**. Please refer to DEFINITIONS OF SPECIFIC WORDS IN POLICY / GLOSSARY on pages 6 to 7 for the meaning of these words.

##### **3. Duty of Disclosure**

#### A. Consumer Insurance Contract

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

#### B. Non-Consumer Insurance Contract

Where **You** have applied for this insurance for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of term(s) or termination of **Your** contract of insurance. **You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

If **You** misrepresented any facts to **Us** before the **Policy** is entered into, examples of the actions that may be taken by **Us** against **You** include the following:

- (a). declare **Your Policy** void from inception (which means treating it as invalid), and **We** may not return any premium;
- (b). cancel this **Policy** and return any premium less **Our** cancellation charge or recover any unpaid premium;
- (c). remove one or more **Named Drivers** from **Your Policy** and adjust **Your** premium accordingly;
- (d). recover any shortfall in premium;
- (e). not pay any claim that has been or will be made under the **Policy**; or
- (f). 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.

#### 4. What is covered?

This policy is issued to cover **YOU** as an individual named policyholder ONLY.

**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.

This table represents a summary of **Your** insurance cover subject to details provided in the respective Section of this **Policy**:

Item	Basis Cover	Page
<b>SECTION A:</b>	<b>Loss or Damage to Your Own Car</b>	
1(A)	Events <b>We</b> Cover:	7
	(a). Accidental collision or overturning	8
	(b). Collision or overturning caused by mechanical breakdown	8
	(c). Collision or overturning caused by wear and tear	8
	(d). Impact damage caused by falling objects subject to certain exclusions	8
	(e). Fire, explosion or lightning	8
	(f). Breakage of windscreen, windows or sunroof including lamination / tinting film	8
	(g). Burglary, housebreaking or theft	8
	(h). Malicious act	8
	(i). While in transit (limited cover)	8
	(j). Loss or damaged caused by Convulsion of Nature as flood, such storm and landslip (subject to stated limit).	8
	(k). All Authorised Driver	8
	(l). Towing Costs (to an Approved Repairer or safe place)	8
1(B)	Events <b>We</b> Do Not Cover: <i>(please read the list carefully)</i>	8
2.	Basis of Settlement (How <b>We</b> settle <b>Your</b> claim)	9
<b>SECTION B:</b>	<b>Liability to Third Parties</b>	10
1(A)	What Is Covered (by this section) (i) Death or bodily injury to third parties (ii) Third party property damage	10
1(B)	What is not covered (by this section)	10
2.	Limits of <b>Our</b> Liability (the maximum that <b>We</b> pay)	11
3.	Cover for Legal Personal Representatives	11
4.	Legal Costs (on approval basis)	11
5.	Rights of Recovery	11

<b>SECTION C:</b>	<b>OTHER BENEFITS - Snatch Theft</b>	11
<b>SECTION D:</b>	<b>No Claim Discount (NCD)</b>	11
<b>SECTION E:</b>	<b>GENERAL EXCLUSIONS</b> (what is not covered by the <b>Policy</b> )	12
<b>SECTION F:</b>	<b>Conditions</b> (terms that <b>You</b> must comply with)	13 to 15
<b>SECTION G:</b>	<b>Endorsements and/or Add-ons</b> (applicable only if the <b>Endorsement</b> or <b>Add-On</b> reference number is printed on Your <b>Schedule</b> )	15 to 26

### **5. What this Policy does not cover?**

These are referred to as 'Exclusions' in **Your Policy** and there are three sections where **You** can find them in:

- SECTION A: 1(B)** : See 'Events **We** Do Not Cover' (pages 8)  
**SECTION B: 1(B)** : See 'What is Not Covered' (pages 10)  
**SECTION E** : See 'General Exclusions' (pages 12 to 13)

The reasons why **We** put these exclusions in **Your Policy** are:

- (I). Cover is not provided for the exclusions. **We** have to charge additional premium if **You** want to cover any of these exclusions. Some examples of these exclusions which are not covered by this insurance **Policy** but which can be covered if **You** pay additional premium are:
- (a) Top –Up cover to full **Sum Insured** for convulsion of nature cover (see **SECTION A: 1(B)(vi)** – 'Events We Do Not Cover'; page 8);
  - (b) Strike, riot, civil commotion (see **SECTION E – GENERAL EXCLUSION 8(b)**; page 13); and
  - (c) Use outside Malaysia, Singapore or Brunei (see **SECTION E – GENERAL EXCLUSION 6**; page 12)
- Kindly refer to **SECTION G: ENDORSEMENTS AND/OR ADD-ONS** (page 15 onwards) for list of additional features.
- (II). There are other risks which are not covered by this insurance **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 this **Policy** but can be covered under a different type of **Policy**:
- (a) carriage of goods must be covered under a Commercial Vehicle **Policy**; and
  - (b) hire or reward must be covered by taxi or, Hire and Drive car **Policy**.
- (III). **We** cannot and do not cover certain risks at all. Some examples of these can be seen in **SECTION E: GENERAL EXCLUSIONS** (pages 12 to 13) such as:
- (a) war, nuclear fission or fusion;
  - (b) risks that are against public policy or against the law; and
  - (c) drunk driving.

### **6. How can Your Car be used?**

**Your Policy** only covers **You** if **Your Car** is used for "social, domestic and pleasure purposes and for the Policyholder's business"; as 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:

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

However, **We** will not cover **You**, for example, if **You** use **Your Car** in the following manner:

- (a). as a private taxi by charging fares to carry passengers; as a hired car by charging rental to use **Your Car**;
- (b). 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, pace-making, reliability trial or speed test; and
- (c). use on any racetrack.

### **7. Who can drive Your Car?**

- (a). Practically anyone can drive **Your Car** as long as the driver:
  - (i). has a valid license 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 E – 'GENERAL EXCLUSION NO.1** [page 12]);
  - (ii). has **Your** permission to drive (see definition of **Authorised Driver** in page 6); and
  - (iii). complies with all the terms and conditions of this **Policy**.

### **8. In which territory/countries is Your Car covered?**

This insurance **You** have purchased only covers **You** in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia.

**HOWEVER**, 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 this insurance **Policy**, **You** will need to arrange for **Endorsement V100** (see page 18), which provides cover for **Your** liability for death or bodily injury of passengers.

#### **9. When is Your cover effective?**

Cover is effective during the **Period of Insurance** which can be from the time of purchase of cover, or at the agreed future 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**.

#### **10. How much should You insure Your Car for under a Motor Pro Policy?**

**Your Car** may be insured at its current **Market Value** (see definition in page 7) which 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**. You may also opt for **Our Agreed Value** as **Sum Insured**, as provided under **Endorsement V087** (page 17). This Agreed Value is provided by **Our** internal market valuation system.

Take note that **You** may be penalised if **Your Car** is under-insured (see **SECTION A2(e) 'Under-Insurance'** in pages 9).

#### **Illustration:**

If **Your Car's Market Value** is RM100,000.00 but **Your Sum Insured** is only RM80,000.00 then **You** would be penalised for under insurance. Therefore, if a loss/damage is assessed at RM5,000.00; **You** could be made to bear a portion of the loss in proportion to the under insurance as follows:

$$\frac{\text{Sum insured (RM80,000.00)}}{\text{Market Value (RM100,000.00)}} \times \text{Loss (RM5,000.00)} = \text{RM4,000.00}$$

Therefore, **We** will pay only RM4,000.00 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%.

One way to protect **Yourself** from being under-insured or over-insured is to opt for the **Sum Insured** determined by **Our** approved **Market Valuation System** (page 7), or to take up **Our Agreed Value Sum Insured**.

#### **11. What is No Claim Discount ("NCD")?**

This is a discount on premium for not having made a claim during the previous "**Period of Insurance**" on **Your** insurance **Policy**; provided the **Period Of Insurance** exceeds one year. The scale of NCD applied is specifically described in the **Policy**. **You** can check **Your** applicable NCD with **Us** or the industry's Central NCD Database ("NCD") at <https://www.mycarinfo.com.my/ncdcheck/online> before the purchase of **Your Policy**.

#### **12. What is an Excess?**

This is the amount that **You** have to bear **Yourself** for each and every claim that **We** approve, regardless of fault. This is referred to as **Endorsement 2** in **Your Policy**.

Please note that the application of **Excess** provided under **Endorsement 2** does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage (TPPD) or third-party bodily injury (TPBI) claims. Kindly check **Your Policy Schedule** to find out the amount that **You** are liable to pay.

#### **13. Do's and Don'ts** — after **You** have had an **Accident** or theft loss:

- (i). **Do:**
  - (a). Call **Our Pacific Motor Roadside Assist's** 24-hour Call Centre at 1800-88-4488 for immediate assistance ; or
  - (b). **You** may also call Accident Assist Call Centre (AACC) 24 hours nationwide insurance road Accident Helpline number 1-300-22-1188 to make an enquiry on claims procedure.
  - (c). inform **Us** as soon as possible about any **Accident** which may give rise to a claim;
  - (d). report all **Accidents** to the police within 24 hours as required by law;
  - (e). submit immediately to **Us** all letters, claims, writs and summons which **You** have received from any party as a result of the **Accident**;
  - (f). remove your car to an **Approved Repairer** for repairs or any Approved Repairers or windscreen repair shop for windscreen repairs or replacement only ;
  - (g). duly complete **Your** claim form — **do not put "refer to police report"**;
  - (h). if **You** have a Motor Pro cover and the third party that knocked **Your Car** is clearly at fault, **You** are advised to submit own damage Knock-for-Knock (OD-KFK) claim to **Us** in order to expedite claims processing. **Your** NCD entitlement will not be affected and **You** can claim the **Excess** (if applicable), under **Endorsement 2** (page 15) that **You** had paid from the insurer of the third party.
- (ii). **Don't:**
  - (a). negotiate, admit or repudiate any claim without **Our** consent (see **Condition 2** in page 14); and

(b). authorize repair without **Our** consent (see **Condition 2(f)** in page 14)

Kindly refer to Condition **2(f)** of **SECTION F: CONDITIONS** in **Your Policy** (see page 14) for detail.

## **PRIVATE CAR POLICY**

### **Our agreement with You**

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

#### **Consumer Insurance Contract**

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

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

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

#### **Non-Consumer Insurance Contract**

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

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

## **DEFINITIONS OF SPECIFIC WORDS IN POLICY / GLOSSARY**

This section explains what **We** mean by specific words (whether printed in bold or not) 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/explained below:

1. **Accessories**  
This refers to the standard factory-fitted tools of the **Car** including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the **Schedule**.
2. **Accident**  
Any sudden and unexpected event which lead to a claim under this **Policy**.
3. **Act of Terrorism**  
This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.
4. **Add-On**  
This refers to addition coverage, extension or **Endorsement** that you wish to purchase.
5. **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.
6. **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.
7. **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**.
8. **Certificate of Insurance (CI)**  
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.



9. **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".
10. **Criminal Breach of Trust**  
This follows the meaning as defined under **Section 405** of the **Penal Code** which is as follows:  
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".
11. **Endorsement**  
This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Policy**.
12. **Excess**  
This refers to the **Excess** (if applicable) under **Endorsement 2** of this **Policy**, the amount that must be borne by **You** first for each claim. The amount of the **Excess** under **Endorsement 2** of this **Policy** is shown in the **Schedule**. **You** have to pay the **Excess** irrespective of who is at fault in the **Accident**. Please refer to the wording of **Endorsement 2** of this **Policy** on page 15.
13. **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.
14. **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". **Your Certificate of Insurance (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".
15. **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 **Our Market Valuation System** to determine **Your Sum Insured** then the **Market Value** would be based on the valuation system as described in Item 16 below. However, if **You** had not opted for **Our 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**.
16. **Market Valuation System**  
This refers to **Our** motor vehicle **Market Valuation System** 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 derived from our system as the **Sum Insured** to avoid the consequences of under-insurance as described in **SECTION A: 2(e)**. Alternatively, **You** may choose to determine the **Sum Insured Yourself** but **You** would be subject to **SECTION A: 2(e)** if **You** are under-insured.
17. **Minimum Premium**  
The minimal premium, if any as described in the **Schedule**.
18. **Ombudsman for Financial Services (OFS)**  
This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Policy** as an alternative to the courts.
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 shall mean:  
(a) motor repair workshops approved by **Us**; or  
(b) motor repair workshops approved by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS);  
(c) any windscreen repair shop (for windscreen repairs only); or  
(d) any repairer that **We** have given **You** a special permission to use;

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-a-bouts, traffic islands, road dividers, all traffic lanes, acceleration lanes, deceleration lanes, side-tables, 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: LOSS OR DAMAGE TO YOUR OWN CAR**. This amount is shown in the **Schedule**. The **Sum Insured** must be sufficient to cover the cost to replace **Your Car** in the event of an **Accident** 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" who must be an individual person.

### **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR**

This section spells out what **We** cover under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR**.

#### **1(A): EVENTS WE COVER**

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

- (a) accidental collision or overturning;
- (b) collision or overturning caused by mechanical breakdown;
- (c) collision or overturning caused by wear and tear;
- (d) impact damage caused by falling objects provided no convulsions of nature is involved;
- (e) fire, explosion or lightning;
- (f) breakage of windscreen, windows or sunroof including lamination tinting film, if any;

*However, **Your** no claim discount (NCD) would be forfeited when **You** make windscreen, windows or sunroof claim if **You** have not already purchased the extension cover under **Endorsement 89**.*

- (g) burglary, housebreaking or theft;
- (h) malicious act, or
- (i) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:
  - (i) road;
  - (ii) rail;
  - (iii) inland waterway i.e. across a river or canal etc.; or
  - (iv) 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: Extension of Cover for Ferry Transit to and/or from Sabah and the Federal territory of Labuan** [page 18]).*

- (j) Convulsion of Nature as specified in **SECTION A: 1(B)(vi)**;  
This **Policy** provides cover subject to a limit for 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 convulsion of nature up to the amount stated in **Your Policy Schedule**.

The limit for this convulsion of nature is stated in **Your Policy Schedule**.

- (k) **All Authorised Drivers**  
**We** will cover **You** or **Your** unnamed **Authorized Driver** who is driving **Your Car** within the definition of **Authorised Driver**.

#### **(l) Accident Towing Cost**

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 RM300 for the necessary and reasonable costs to remove **Your Car** to an **Approved Repairer** or to a safe place of storage while awaiting repair or disposal.

#### **1(B). EVENTS WE DO NOT COVER**

The events **We** do not cover are the exclusions listed below. These exclusions are specific to **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR** and are in addition to the general exclusions listed in **SECTION E: GENERAL EXCLUSIONS** 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 **Accident** other than that provided for in **SECTION A: 2** (below).
- (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 compensation per day for an agreed duration through an extension in **Endorsement 112**[page 19].

- (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** above the limit mentioned under **SECTION A: 1(A)(j)** and as stated in **Your Policy Schedule** 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** (if applicable) as stated in the **Schedule** and its application as provided in **Endorsement 2** of this **Policy**. This is the first amount that **You** have to bear in respect of each and every claim under this **Policy**. Please refer to the wording of **Endorsement 2** on page 15 of this **Policy**.
- (viii) *Electronic Data Loss*  
Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus.
- (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: LOSS OR DAMAGE TO YOUR OWN CAR** (page 7). If **Your Car** is damaged as a result of any **Accident**, **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:
  - (i). 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;
  - (ii). pay **You** in cash the amount **We** estimate it would cost to repair **Your Car**; or
  - (iii). 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:

- (i). 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
- (ii). 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 beyond economical repair (BER) or stolen and not recovered, the amount payable under this **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 **Items 16 & 17: DEFINITION OF SPECIFIC WORDS / GLOSSARY** (pages 7).

e. **Under-Insurance**

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

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

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:

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

**SECTION B: LIABILITY TO THIRD PARTIES**

**1(A). 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 **Accident** 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**.

**1(B). WHAT IS NOT COVERED?**

These exclusions are specific to **SECTION B** and are in addition to the Exclusions stated in **SECTION E: GENERAL EXCLUSIONS** 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 **You** or **Your Authorised Driver's Household**;
- (iv) liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and/or his/her employer;

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

**Liability to passengers other than:**

- a) passengers carried for hire or reward;
- b) employees in the course of employment; or
- c) **You** or **Your Authorised Driver's Household** member unless he/she is required to be carried in **Your Car** by reason of or in pursuance to a contract of employment;

may be insured separately for additional premium under **Endorsement V100**. If **You** have insured such liability, **You** will need to refer to the full text of **Endorsement V100: Legal Liability to Passengers** (page 18) 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 VE072: Legal Liability of Passengers for Negligent Acts** (page 17) 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 **Accident**, in any one **Period of Insurance**:

- (i) unlimited amount for death or bodily injury to third party; and / or
- (ii) Up to a maximum amount for third party property damage as stated in the **Policy Schedule**

**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 this **Policy**.

**4. LEGAL COSTS**

If **You** or **Your Authorised Driver** is charged in the court of law for reckless and dangerous driving or careless or inconsiderate driving under the **Road Transport Act 1987** or any other offence related to the said **Accident**, **We** will pay legal costs incurred up to a maximum amount as stated in the **Policy Schedule** to defend **You** or **Your Authorised Driver** provided always that such costs are justifiably 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 form of penalties or fines imposed on **You** or **Your Authorised Driver**.

The limit for this legal cost is stated in **Your Policy Schedule**.

**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: LIABILITY TO THIRD PARTIES** 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 recover the amount from **You** or **Your Authorised Driver** and any costs **We** have incurred in connection with the claim.

**SECTION C: OTHER BENEFITS**

This section explains other benefits under this **Policy**.

**1. Snatch theft cover.**

**We** will indemnify **You** or **Your Authorised Driver** up to the limit as stated in the **Policy Schedule**, subject to the sub limit, specific definition and specific exclusion stated below, for loss or damage to **Personal Effects** belonging to **You** or **Your Authorised Driver**, caused by snatch theft accompanied by violent act or forcible entry while **You** or **Your Authorised Driver** are getting into, out of, or in **Your Car**, during the Period of Insurance.

**Specific Definition**

Specific definitions used in this benefit are as follows:

**Personal Effects** means items belonging to, worn and carried on the person for his/her personal use or adornment, for example clothing, watch, wallet. Loss of cash is limited to a maximum of RM500 for the period of insurance.

**Specific Exclusion:**

**We** would not cover: -

- (a) Animals, pets, flora and fauna;
- (b) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, currency notes, bank notes, manuscripts, medals or coins;
- (c) Loss or damage caused by or resulting from or traceable to any member of **You** or **Your Authorised Driver's Household**;
- (d) losses which are not reported to the police within twenty-four (24) hours of the loss or damage;

**SECTION D: NO CLAIMS DISCOUNT (NCD)**

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

**1. No Claim Discount (NCD) Entitlement**

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 year	30%
After 3 continuous claim free year	38.33%
After 4 continuous claim free year	45%
After 5 continuous claim free year and beyond	55%

**2. One Claim and Your NCD is Down to Zero**

If **You** or anybody else meet with an **Accident** 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**.

A claim under Section C of this **Policy** will not affect the NCD of **Your** NCD.

**3. Exclusion to this Rule**

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

- (a) **We** are of the opinion that **You** are not at fault for causing the loss;
- (b) 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);
- (c) the offending vehicle is insured by a Malaysian licensed insurer; and
- (d) 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. NCD Entitlement**" above.

**6. NCD Clawback**

In the event of an NCD clawback, the shortfall in premium as a result will be recovered from **You**. An **Endorsement** will be issued for the purpose of such recovery and in any event after 14 days thereof where **You** had failed to settle the shortfall amount, **We** will pass another **Endorsement** to have **Your Policy** cancelled, **Sum Insured** reduced or amend coverage in this **Policy** to a lower **Policy** cover.

**SECTION E: GENERAL EXCLUSIONS** — 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 **Accident**. This is in addition to those already listed in **SECTION A: 1(B)** (see pages 8) and **SECTION B: 1(B)** (see pages 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, pace-making, 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)** [page 16]).*

**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**[page 18]).*

**7. Failure to take Precaution**

**We** will not pay for any additional damages if after an **Accident** **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 un-roadworthy condition before any repair is done.

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

**8. War Risk**

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

- (a). war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
- (b). strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

*For an additional premium, **Your Policy** can be extended to cover strikes, riots and civil commotion (**Endorsement 25** [page 16]).*

**9. Nuclear Risk**

There is no cover under this **Policy** for any **Accident**, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- (a). the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- (b). the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- (c). the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- (d). the use, handling or transportation of radioactive material.

**10. 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.

**11. Unauthorised Driver**

**We** will not pay for any **Accident**, 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.

**We** reserve the right to recover from the offending party in the event **We** are obligated to pay a claim under any law.

**SECTION F: 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:

- (i). What **You** must do
- (ii). What **You** must not do
- (iii). 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 this **Policy** if **You** breach any of the relevant conditions. These conditions also apply to **Your Authorised Driver** and any legal representative who seek indemnity under this **Policy**.

**1. Duty of Disclosure**

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

**A. Consumer Insurance Contract**

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

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

**B. Non-Consumer Insurance Contract**

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

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

**2. Accidents and Claims Procedures**

If **Your Car** is involved in any **Accident** that could lead to a claim under this **Policy**,

**You** must do the following:

- (a). Notify **Our** claims department of the **Accident** and get a Claim Form. **You** must notify **Us** of the **Accident** as soon as possible but in any event:
  - (i) Within seven (7) days if **You** are not physically disabled or hospitalised following the **Accident**; or
  - (ii) Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Accident**. **We** may allow a longer notification period if **You** can provide specific proof and justification for the delay.
- (b). Report the **Accident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.
- (c). Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support



**Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

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

- (d). If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.
- (e). Send **Your Car** to an **Approved Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Car** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Policy** if **You** breach this condition.
- (f). **You** must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Policy**, **You** must not do any of the following:

**You** must not do any of the following:

- (i). Admit any responsibility for any **Accident**; or
- (ii). 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 **Our** liability as stated in the **Schedule**, **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 **Accident**.

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

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

(b). Cancellation by **Us**:

- (i). **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**.
- (ii). After returning the **Certificate of Insurance (CI)** or Statutory Declaration (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 **Certificate of Insurance (CI)** or Statutory Declaration (SD) from **You** to the expiry date of this **Policy**.

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

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

- (a). **You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Car** during the **Period of Insurance**.
- (b). If a claim arises under this **Policy** and such a loss is also claimable under the other insurance **Policy(ies)** taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.

### 5. **Subrogation / Recovery**

- (a). **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 **You** name. **You** must however give **Us** **Your** full cooperation to protect these rights and provide all assistance and take such steps as **We** require.

- (b). **We** reserve all rights of subrogation or to recovery from the responsible or offending parties in the event **we** are obligated to settle any claim under the law.

#### 6. **Dispute Resolution**

If there are differences or disputes on any matters relating to this **Policy** involving amounts exceeding RM250,000.00, 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 Kuala Lumpur Regional Centre for Arbitration shall appoint an Umpire.

If the disputed sum is less than RM250,000.00, **You** may refer the matter to the **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.

### **SECTION G: ENDORSEMENTS AND/OR ADD-ON** (applicable only if the **Endorsement** or **Add-On** reference number is printed in the **Schedule**).

The following is a list of additional terms and conditions that **We** may impose on **You** in the form of **Endorsement** or any extension **Endorsement** or **Add-On** (as optional covers) available that **You** may want to add to this **Policy** by paying additional premium.

Note that only **Endorsements** and/or **Add-ons** with their numbers specifically printed in the **Schedule** shall apply to this **Policy**.

#### **(I) TARIFF ENDORSEMENTS**

##### **Endorsement 2: Excess Damage Claim** (Please see page 5 Item 12 for explanation and page 7 Item 12 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: LOSS OR DAMAGE TO YOUR OWN CAR** arising out of one **Accident**.

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 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: LOSS OR DAMAGE TO YOUR OWN CAR** 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 **Accident**. 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: LOSS OR DAMAGE TO YOUR OWN CAR** 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 **Accident** giving rise to a claim. The receipt from the Employer will fully discharge **Us** from any further claims or liability in respect of the **Accident**.

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

**Endorsement 18: Fleet Rated Risks** — Cancellation of 'No Claim Discount'

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

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

**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: LOSS OR DAMAGE TO YOUR OWN CAR** 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: LIABILITY TO THIRD PARTIES** 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/ Organizer*] 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: LOSS OR DAMAGE TO YOUR OWN CAR** of this **Policy** shall cover loss or damage to **Your Car** caused by:

- (a) wilful act of any striker or locked out worker to further a strike or to resist a lock out;
- (b) the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or 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 exclusions.

**Endorsement VEO 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: LIABILITY TO THIRD PARTIES** of this **Policy** will include legal liability incurred by any passenger in **Your Car** on condition that the passenger:

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

This **Endorsement** does not cover:

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

**Endorsement V087: 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 V089: Cover for Windscreens, Windows and Sunroof**

In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR** 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 **Accident**. 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: LOSS OR DAMAGE TO YOUR OWN CAR**

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 **Accident**. 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: LOSS OR DAMAGE TO YOUR OWN CAR** 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: LOSS OR DAMAGE TO YOUR OWN CAR** 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 V100: Legal Liability to Passengers (LLP)**

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 **Accident** 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 **Your Car** as registered at the Road Transport Department. If the number of passengers carried at the time of the happening of an **Accident** is more than the maximum number permitted in **Your Car** 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 **Accident**. 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:

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

**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: LOSS OR DAMAGE TO YOUR OWN CAR** and **SECTION B: 1(A)(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 B: 1(A)(ii)** will be up to a maximum of RM100,000.00 only. This **Endorsement** does not cover legal liability under **SECTION B: 1(A)(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 RM50,000.00 under **SECTION B:1(A)(i)** and **SECTION B: 1(A)(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: LOSS OR DAMAGE TO YOUR OWN CAR** 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 RM500.00 (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 V111: 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: LOSS OR DAMAGE TO YOUR OWN CAR** of this **Policy** ('the assessed repair time'). **We** agree that payment will be based on the assessed repair time by the **Adjuster** or the maximum amount provided in the **Schedule** whichever is the lesser. The maximum rate per day and the maximum number of days that **We** will pay under this **Endorsement** is limited to the amounts mentioned in the **Schedule** under the heading '**Endorsement 112**'. For any claim that **We** agree to pay under this **Endorsement** **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

**We** will not pay:

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

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

**Endorsement V113: Reference to Motor Vehicle Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Sum Insured** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as the **Market Value** at the time of the loss. When a claim is made, the **Market Value** of **Your Car** would be determined by the ISM—Insurance Services Malaysia Bhd/ Automobile Intelligence 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 ISM—Automobile Intelligence System for **Your Car**, the **Market Value** of **Your Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**. The valuation done by the ISM—Automobile Intelligence 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**.

**Endorsement B114: Market Value Not Available in ISM ABI Motor Vehicle Market Valuation System** (Non-tariff)

**Market Value** refers to the reasonable cost to buy another **Car** of the same make, model, age and general condition similar to **Your Car** at the time of loss. As ISM-ABI System does not have market valuation for **Your Car**, **You** have chosen the market value of **Your** choice (which may be different from the **Market Value** referred herein) for the purpose of setting **Your Policy Sum Insured** of **Your Car**.

In the event of dispute, the **Market Value** of **Your Car** at the time of loss would be determined by checking with the Head Office of the **Car's** 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 the valuation from the franchise-holder is not available or appears in **Our** opinion to be unduly low or high, then the valuation of **Your Car** will be determined by an **Adjuster** registered under the Financial Services Act 2013, agreed by both **You** and **Us**.

**Endorsement 115: Sanction Limitation and Exclusion Clause** (Non-tariff)

**We** shall be deemed not to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions, orders pursuant to section 66B of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or any trade or economic sanctions, laws or regulations of Malaysia, the European Union, Japan, United Kingdom or United States of America.

**(II) NON-TARIFF ENDORSEMENTS AND ADD-ONS**

**Endorsement D06C: Unlimited Towing Services**

**We** will provide **You** or **Your Authorised Driver** with towing service if **Your Car** is involved in an event in Malaysia, Singapore and Brunei involving:

- (1). An accident that requires towing from the scene of the accident to an **Approved Repairer** and if necessary shall include towing to the nearest police station for lodging of a police report.
- (2). A breakdown that requires towing from the scene of the breakdown to any repairer of **Your** choice or to any safe place of storage including your home.
- (3). Towing of recovered vehicle due to theft to an **Approved Repairer**, or the nearest repairer of **Your** choice, or to any safe place of storage, whichever is deemed applicable in the **Policy**.

Conditions

- (1). **You** or **Your Authorised Driver** must contact *Pacific Motor Roadside Assist at 1800 88 4488* to arrange for towing assistance.

- (2). **Your** choice of repairer or an **Approved Repairer**, for all intents and purposes of this **Endorsement**, shall be deemed approved by **You** and **We** shall not be liable for any damage loss or expense arising from such choices, as the case maybe.
- (3). All conditions and exclusions under this **Policy** are applicable unless specifically addressed in this **Endorsement**.
- (4). Provision of towing under this **Endorsement** shall not be construed as an admission on coverage under the **Policy**.

Not covered

- (1). Toll charges and/or levy fees incurred while towing **Your Car**.
- (2). Any summons, compound or fines from any authorities or any unpaid parking fees that may be incurred.
- (3). Towing of **Your Car**:
  - (a). for the purpose of disposing **Your Car**;
  - (b). transferring **Your Car** from one workshop to another;
  - (c). where **Your Car** has no valid road tax;
  - (d). towing or transfer of vehicle via inland waterways or sea route.

**Endorsement D022: Top Up for Full Convulsion of Nature Cover**

In consideration of an additional premium that **You** paid **Us** for this **Endorsement**, notwithstanding anything to the contrary in **SECTION A: 1(A)(j)**, **We** agree that the insurance provided under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR** of this **Policy** will provide cover up to the **Sum Insured** specified in **Your Policy Schedule** for 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 DO2A/B: Reimbursement of Betterment Cost (Non-Tariff)**

In consideration of the payment of additional premium to **Us** by **You** for this **Endorsement**, **We** hereby agree to pay for the cost of betterment that is applied in an own damage **Accident** claim made on **Your Motor Pro Insurance Policy** arising from the age of **Your Car**.

The coverage herein are payable subject to the **Car** being repaired at an **Approved Repairer** at the time of the **Accident**.

Reimbursement is subject to the actual expenses incurred as prescribed in the scale of Betterment in **SECTION A: 2(f)**.

PLAN	REIMBURSEMENT OF BETTERMENT COST	
A1	For vehicles aged 5 – 7 years old	D02A
A2	For vehicles aged 8 – 15 years old	D02B

Specific Exclusions

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

1. If the claim under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR** of this insurance **Policy** is repudiated or declined.
2. **Accident** that results directly or indirectly from an illegal act or criminal offence.
3. **Accident** whereby the **Car** is being test driven or where the driver is under the influence of alcohol or drugs such as to be incapable of driving.
4. Arising directly or indirectly from flood, storm, landslip, land subsidence, falling objects, theft, strike, riot & civil commotion, and similar events under this insurance **Policy**.
5. Defective design and defective repairs, and in any way unconnected with a **Road Accident**.
6. Second and subsequent claims under the same **Endorsement** unless reinstated by payment of a further additional premium.

The existing terms and conditions of this **Policy** shall continue to apply for this **Endorsement**.

**Endorsement DO3A/B/C/D: Inconvenience Allowance (Non-Tariff)**

In consideration of the payment of additional premium to **Us** by **You** for this **Endorsement**, **We** hereby agree to pay for the inconvenience allowance which cover a maximum of the first 10 or 20 days whilst **Your Car** is at an **Approved Repairers** following an identifiable and admissible Own Damage Motor **Accident** claim under this insurance **Policy**. **Your Car** must be sent for repairs to the an **Approved Repairers** within 7 days of the **Accident**.

The time taken for **Repairs** is calculated from the time of placing **Your Car** at an **Approved Repairer** for the accidental repairs allowed by **Us** to the time of completion of the same.

PLAN	INCONVENIENCE ALLOWANCE	PERIOD	ENDORSEMENT
B1	RM100 per day	Maximum 10 days	DO3A
B2	RM100 per day	Maximum 20 days	DO3B
B3	RM200 per day	Maximum 10 days	DO3C
B4	RM200 per day	Maximum 20 days	DO3D

Specific Exclusions

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

- (1). If the claim under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR** of this insurance **Policy** is repudiated or declined.

- (2). **Accident** that results directly or indirectly from an illegal act or criminal offence.
- (3). **Accident** whereby **Your Car** is being test driven or where the driver is under the influence of alcohol or drugs such as to be incapable of driving or of controlling **Your Car**.
- (4). Arising directly or indirectly from flood, storm, landslip, land subsidence, falling objects, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under this insurance **Policy**.
- (5). Defective design and defective repairs, and in any way unconnected with a **Road Accident**.
- (6). Second and subsequent claims under the same **Endorsement** unless reinstated by payment of a further additional premium.

The existing terms and conditions of this **Policy** shall continue to apply for this **Endorsement**.

**Endorsement DO1A/B: Private Hire Car Endorsement** (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that this **Policy's** terms have been amended as stated below.

'**Limitation as to Use**' as defined under the **Certificate of Insurance** and explained under **DEFINITIONS OF WORDS / GLOSSARY** highlighted in this **Policy** is amended to include use of the **Car** for the carriage of passengers for hire and reward under an e-hailing service license for the period the **Car** is driven by that **Authorised e-hailing Driver** who is assigned to this **Car**, in the following manner:-

**Condition Under Which This Endorsement Applies:**

Cover under this **Policy** is extended by this **Endorsement** on condition that the **Car** is fully licensed by **APAD** and/or **CVLB** in accordance with their licensing provision for e-hailing services for private cars (i.e. '**Private Hire**'), and where all regulatory or administrative provisions for use for '**Private Hire**' are fully complied with.

Any restrictions to cover with regards to '**Private Hire**' as mentioned in this **Policy** is therefore cancelled when this **Endorsement** is in force.

This cover is confined only to the geographical boundary of Malaysia, as well as any geographical limits of operation that are or may be imposed by any administrative or licensing Authority.

**(I) Events We Cover Under This Endorsement:**

Every coverage already taken under this **Policy** will apply during the time the **Car** is **On Call** while providing a legitimate e-hailing service. In addition the insurance covers required by **APAD** and/or **CVLB** are specially provided by this **Endorsement** for the duration that the **Car** is **On Call**. The extent of these coverages are fully explained under **(iii) Additional Extended Cover** below:-

- (a). Loss or Damage to **Your Car** (as expressed under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR** of this **Policy**)
- (b). Liability to Third Parties (as expressed under **SECTION B: LIABILITY TO THIRD PARTIES** of this **Policy**)
- (c). Legal Liability to Fare Paying Passengers
- (d). Personal accident cover of RM50,000.00/100,000.00 due to accidental injury or death of the **Authorised e-hailing Driver** in the course of driving the **Car**.
- (e). Legal Liability of Fare Paying Passengers for Negligent Acts

**(II) Additional Definition Of Terms:**

- Authorised e-hailing Driver** : Any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an e-hailing service provider for the purpose of performing e-hailing services using this **Car** and with the Policyholder's permission to do so.
- CVLB** : refers to the licensing authority in East Malaysia for public service vehicles i.e. Commercial Vehicle Licensing Board.
- E-hailing app** : refers to the electronic mobile application provided by an intermediation business
- E-hailing services** : the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an e-hailing app. The description "**e-hailing services**" and "**Private Hire**" are synonymous and applies in context.
- Fare-paying passenger(s)** : Passenger(s) who pay a fare to be transported in the **Car** pursuant to an **e-hailing service** call together with every person who accompanies them in the same ride.
- On Call** : The period between the point the **authorised e-hailing driver** logs on to the **e-hailing app**, until :-  
 (i) the last **fare-paying passenger** of the last trip has fully disembarked or alighted from the **e-hailing Car**, or  
 (ii) when the last trip on the **e-hailing app** has ended or has been cancelled through the **e-hailing app**, or  
 (iii) when the **authorised e-hailing driver** logs off the **e-hailing app** i.e. the **authorised e-hailing driver** is no longer available for **Private Hire** or to accept any trips for e-hailing, whichever occurs later.
- Private Hire** : the licence granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **e-hailing service**.
- APAD** : refers to the licensing authority for public service vehicles agency (known as Agensi Pengangkutan Awan Darat).

**(III) Additional Extended Cover:**

**(i) Loss or Damage to Your Own Car**



Coverage for loss or damage to own **Car** will follow the terms and conditions provided under **SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR**, under the main **Policy** in accordance with the terms and conditions for which it has been issued, with the exclusion that cover now applies when the **Car** is **On Call**.

(ii) Liability to Third Parties

Coverage for **Liability to Third Parties** will follow the terms and conditions provided under **SECTION B: LIABILITY TO THIRD PARTIES**, under the main **Policy** in accordance with the terms and conditions for which it has been issued, with the exclusion that cover now applies when the **Car** is **On Call**.

(iii) Legal Liability to Fare-Paying Passengers

**We** shall pay towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** except for:

- (a) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised e-Hailing Driver** and / or any member of **Your** or **Your Authorised e-Hailing Driver's Household** unless these are being carried for hire or reward during the **e-hailing service**;
- (b) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and
- (c) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and
- (d) all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by **You** or **Your Authorised e-hailing Driver**; and
- (e) all liability caused by or contributed to by the **e-hailing service** provider and/or failure of the **e-hailing app**; and
- (f) consequential loss of any kind arising from any of the above.

(iv) Personal accident Cover for Authorised e-Hailing Driver

It is hereby understood and agreed that **We** will pay the following compensation for bodily injury sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that: -

- (1). the bodily injury is solely and independently caused by violent accidental external and visible means (excluding consequential medical or surgical treatment due to such injury), and
- (2). where the bodily injury results in the following "**PAYABLE INJURY**" (below) within three calendar months of the occurrence of the **Accident**:-

NO.	PAYABLE INJURY	PAYABLE INJURY (RM)	
		D01A	D01B
1.	Death	50,000.00	100,000.00
2.	Total and irrecoverable loss of sight in both eyes	50,000.00	100,000.00
3.	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	50,000.00	100,000.00
4.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	50,000.00	100,000.00
5.	Total and irrecoverable loss of sight in one eye	25,000.00	50,000.00
6.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	25,000.00	50,000.00

*Provided always that:*

- (a) Compensation shall be payable under one of the "**PAYABLE INJURY**" (above) only in respect of any one person arising out of any one occurrence. **Our** total liability shall not in the aggregate exceed the sum of RM50,000.00/100,000.00 during any one **Period Of Insurance**.
- (b) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to: -
  - (i). intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or
  - (ii). an **Accident** happening whilst such person is under the influence of intoxicating liquor or drugs.
- (c) No compensation shall be payable if the **Authorised e-Hailing Driver** is not authorised by the **Car** owner and the **e-hailing service** provider at the time of the **Accident** giving rise to the injury. Subject otherwise to the terms of this **Policy**.

(v) Legal Liability of Fare-Paying Passengers for Negligent Acts

**We** agree that the insurance provided under **SECTION B: LIABILITY TO THIRD PARTIES** of this **Policy** will include legal liability for any **Accident** to a third party which is caused by a passenger of **Your Car** during his ride as a **Fare Paying Passenger** in **Your Car** on condition that the passenger:

- (a) is not driving **Your Car**;
- (b) is not entitled to indemnity under any other policy of insurance; and

(c) complies with all the terms and conditions of this **Policy** as though he were **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, care 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 passenger travelling in **Your Car** at the same time.

(iv) Premium Refund:

No refund shall be allowed for the cancellation of this **Endorsement**.

(v) General Application Of Policy Terms And Conditions.

All other terms and conditions provided under this **Policy** is otherwise unchanged.

**Driver And Passengers Personal Accident (DPPA)**

In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that: -

This **Policy** is extended to cover **You**, **Your Authorised Driver** or passengers for loss or injuries stated in the Table of Benefits sustained in an **Accident** while with **Your** permission they are driving, travelling, boarding or alighting from **Your Car** named in this **Policy** during the **Period of Insurance** of this **Policy**.

TABLE BENEFITS		
NO	BENEFITS	COMPENSATION (Amount Payable per Person)
1	Death	RM10,000.00
2.	For Total <b>Permanent Disablement</b> and <b>Total Loss Of Sight</b>	RM10,000.00
i	<b>Permanent Disablement</b> of Both Hands or Both Legs or <b>Total Loss Of Sight</b> of Both Eyes	RM10,000.00
ii	<b>Permanent Disablement</b> of One Hand and One Leg	RM10,000.00
iii	<b>Permanent Disablement</b> of Either Hand or Leg and <b>Total Loss Of Sight</b> of One Eye	RM10,000.00
iv	<b>Permanent Disablement</b> of Either Hand or Leg	RM 5,000.00
v	<b>Total Loss Of Sight</b> of One Eye	RM 5,000.00
3.	<b>Medical expenses</b> When by reasons of injury, <b>You</b> , <b>Your Authorised Driver</b> or passengers shall require treatment by a legally qualified physician or surgeon, confinement in hospital or the employment of a licensed or graduate nurse, <b>We</b> will pay subject to presentation of original medical bills the actual expenses incurred within 365 days from the date of accident for such treatment, hospital charges and nurses fees.	RM500.00 (per person/per <b>Period of Insurance</b> )

**Specific Definition**

**Disablement** used in reference to the above shall mean disability of the hand or foot that results solely, directly from an injury and independently of all other cause and which occurs within 365 days of the accident in which such injury was sustained.

**Permanent** shall mean lasting twelve (12) consecutive calendar months from the date of injury and at the expiry of that period being beyond any reasonable hope of improvement.

**Total Loss of Sight** means the entire and irrecoverable loss of sight.

**Provided Always That:-**

1. No compensation shall be payable under Benefits 1 & 2 of this **Endorsement** unless death, loss or **Permanent Disablement** take place within six (6) calendar months from the date of the accident.
2. No one person shall be entitled to receive compensation under more than one of the aforesaid in Benefits 1 & 2.
3. No compensation shall be payable under any circumstances for more than one loss under Benefit 2. For the avoidance of doubt, **Our** liability under Benefits 1 & 2 shall not exceed RM10,000 per person.
4. The occurrence of any loss for which compensation is payable under Benefits 1 or 2 of this **Endorsement** shall at once terminate all insurance coverage under this **Endorsement**, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.
5. In the event that the actual number of persons carried exceeds the seating capacity of **Your Car** stated in **Your Car's Policy Schedule or Registration Card**, **Our** limit of liability per person under Benefits 1, 2 & 3 will be proportionately reduced by the ratio of the actual number of persons carried over the seating capacity of **your Car** permitted by law.
6. Passenger aged 5 years old and below shall be entitled only to 50% of all Benefits in this **Endorsement** or the amount computed under Paragraph 5 above whichever is lower.

### **Exclusions**

This **Endorsement** shall not apply:

- (a) to bodily injury or loss caused directly or indirectly, wholly or partly:
  - (i) by bacterial or viral infections (except pyogenic or pathogenic infections which shall occur through an accidental cut or wound);
  - (ii) by any kind of disease;
  - (iii) by medical or surgical treatment (except necessary treatments as a result of injuries covered by this **Endorsement** and performed within 72 hours from the time of such injuries);
  - (iv). by childbirth or miscarriage;
  - (v). while **Your Car** is driven by **You** or **Your Authorised Driver** under the influence of alcohol or drug, without any valid driving licence or used for unlicensed or illegal business pursuit such as an unlicensed common carrier.
- (b) to any bodily injury which shall result in hernia;
- (c) to suicide or any attempt thereat (sane or insane);

### **Conditions**

1. Any word or expression to which a specific meaning has been attached in any part of this **Policy** or **Schedule** shall bear such specific meaning wherever it may appear.
2. All claims shall be submitted through **You** as the named insured.
3. All notices including claim notifications must be given by **You** to **Us** in writing addressed to **Us** within thirty (30) days of the accident giving rise to such a claim. In the event of a claim for death, immediate notice must be given to **Us**.
4. All documentation, information and evidence required by **Us** shall be furnished at **Your** expense and shall be in such form and of such nature as **We** shall prescribe.
5. **We** shall not be bound to notice or be effected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this **Endorsement**, but the receipt from **You** or **Your** legal personal representatives shall in all cases discharge **Us** of any such obligations.
6. Compensation for death (under Benefit No. 1 of the Table of Benefits above) of an insured person is payable to the legal personal representative of that deceased person. All other compensation benefits under this **Endorsement** which are payable other than to **You** shall be payable only with **Your** approval and directly to the injured person or to his legal representative whose receipt shall be a full discharge of the injury of such person.
7. **We** will have the right and opportunity to examine any of the insured persons when and as often as it may reasonably require during the pendency of claim under this **Endorsement**, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
8. Failure to comply with any of the provisions in this **Endorsement** shall invalidate all claims hereunder.

All existing terms, conditions, provisions, and exceptions of **Your Policy** will continue to apply for this **Endorsement**.

### **Endorsement D14A/B/C: COVID-19 OR DENGUE FEVER: HOSPITALISATION PLUS BENEFITS ENDORSEMENT** Non-tariff

In consideration of the additional premium **You** pay to **Us**, We would pay **You** and/or **Your** insured **Family Member(s)** on a per Insured Person basis:

NO	COVERAGE	TABLE BENEFITS		
		DESCRIPTION OF BENEFITS (per Insured Person or per family member)		
		PLAN A	PLAN B	PLAN C
<b>SECTION A - MAIN BENEFITS</b>				
1.	<b>Hospitalisation</b> Benefits (subject to maximum number of days): (i) Daily Hospital Income (ii) Food vouchers	RM100 per/day RM50 per/day	RM200 per/day RM50 per/day	RM300 per/day RM50 per/day
	Maximum number of days per <b>Period of Insurance</b>	14 days	21 days	30 days
2.	Hardship Allowance when <b>Hospitalisation</b> period exceed 30 days continuously	RM2,000	RM3,000	RM4,000
<b>SECTION B - SUPPLEMENTARY BENEFIT</b>				
3.	<b>Death</b> caused directly due to motor vehicle accident	RM10,000	RM20,000	RM30,000
4.	Reimbursement of <b>Medical Bills</b> caused directly due to motor vehicle <b>Accident</b>	300	400	500

*For Family Plan, the names and ID (identity document) of all participating member(s) other than **You** are to be declared.  
For **Insured Person(s)** other than **You**, their name(s) and ID are to be declared.*

## **SECTION A - MAIN BENEFITS**

1. **Hospitalisation** Benefits (subject to maximum number of days):
  - i. Daily Hospitalisation Income.
  - ii. Daily food vouchers.
2. Hardship Allowance when **Hospitalisation** period exceed 30 days continuously.

as specified in the Table of Benefit above, for and after, the period of **Hospitalisation**, as a result of being diagnosed with either COVID-19 disease, Dengue Fever or both, during the **Period Of Insurance**.

## **SECTION B - SUPPLEMENTARY BENEFIT**

1. Lump sum for **Death** caused directly due to motor vehicle **Accident**.
2. Reimbursement of **Medical Bills** for treatment for injury caused directly due to motor vehicle **Accident**.

as specified in the Table of Benefit above for **Death** and/or injury caused directly due to motor vehicle **Accident**; and for **Death**, it must occur within 365 days of the **Accident** during the **Period of Insurance**.

## **Specific Definitions**

**Accident** shall mean an unforeseen and involuntary event which happen during the **Period of Insurance** and causes physical bodily injury.

**Death** shall be proven by a death certificate issued by the authorities.

**Doctor** shall mean a qualified and registered medical practitioner licensed to practice medicine under applicable Malaysian laws and acting within the scope of his/her licensing and training. The attending **Doctor** must not be **You**, **Your Family Member**, or **You** or **Your** spouse's business partner, employer, or employee.

**Family Member(s)** under **Your** Family Plan shall mean **Your** immediate family i.e. **You**, **Your** spouse, and children including legally adopted children. The number of children is limited to two (2) for the purpose of insuring on the FAMILY PLAN.

**Hospital** shall mean a place that is equipped to admit and administer treatment to COVID-19 patients or dengue fever patients, whichever apply and holds a valid license (if required by law); operates primarily for the care and treatment of sick or injured persons; has a staff of one or more **Doctors** available at all times; provides 24-hour nursing service and has at least one registered professional nurse on duty at all times; has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis; and is not a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

**Hospitalisation** or **Hospitalised** shall mean admission in a **Hospital** as a registered patient and upon the recommendation of a **Doctor**, the stay is extended beyond 12 hours or overnight and for which the **Hospital** makes a charge for room and board to **You** and/or **Your Insured Family member(s)**.

**Medical Bills** shall relate to the medical costs for treatment incurred and issued by a qualified and registered **Doctor**.

**Overseas** shall mean beyond the territorial limits of Malaysia.

**Pre-Existing Condition** shall means any condition which **You** and/or **Your Family Members** has received or is receiving medical attention, medical care or prescribed medication for Covid-19 or Dengue Fever within six (6) months preceding the date that **You** and/or **Your Family Members** are insured under this **Endorsement**.

## **Proviso**

1. Any claim under SECTION A - Main Benefits under this **Endorsement** will be subject to a 14-day waiting period.
2. The benefits listed under SECTION A - Main Benefits above is payable only if **You** and/or **Your Family Member(s)** is/are **Hospitalised** upon being diagnosed with the COVID-19 disease or Dengue Fever.
3. The benefits under SECTION A - Main Benefits is payable if **You and/or Your Family Member(s)** is **Hospitalised** for more than twelve (12) hours onwards.
4. Hardship Allowance benefit under SECTION A - Main Benefits No. 2 is payable only if the period of **Hospitalisation** exceeds 30 days continuously for any one occurrence during a **Period of Insurance**.
5. The occurrence of any loss or claim under Section A or Section B for which compensation is payable under that Section shall at once terminate all insurance coverage under that specific Section; but such termination shall be without prejudice to any claim originating out of the same occurrence causing such loss or a different occurrence under the other Section of this **Endorsement**.

## **SPECIFIC EXCLUSIONS**

### **SECTION A - MAIN BENEFITS**

This **Endorsement** does not cover benefits under SECTION A - MAIN BENEFITS caused by or resulting from, or traceable to:

1. Any sickness, disease, illness or medical condition other than COVID-19 or Dengue Fever;
2. **You** and/or **Your Family Member(s)** having been diagnosed with, or is reasonably suspected to have been infected with COVID-19 and/or Dengue Fever by a **Doctor**, or is currently serving a Leave of Absence, Stay-Home Notice or Quarantine Order as directed by Ministry Of Health (MOH), on or before the inception of this **Endorsement** whichever is earlier;

3. **You** and/or **Your Family Member(s)** choosing to travel domestically or **Overseas** despite having a travel advisory, travel alert or travel warning in place (including non-essential travel) issued either by Ministry of Foreign Affairs or Ministry of Health of Malaysia, in relation to his/her country or destination;
4. Any **Pre-Existing Medical Conditions**.

#### **SECTION B - SUPPLEMENTARY BENEFIT**

This **Endorsement** does not cover benefits under SECTION B - SUPPLEMENTARY BENEFITS caused by or resulting from, or traceable: -

1. to bodily injury or loss caused directly or indirectly, wholly or partly:
  - i. by bacterial or viral infections (except pyogenic or pathogenic infections which shall occur through an accidental cut or wound);
  - ii. by any kind of disease.
  - iii. by medical or surgical treatment (except necessary treatments as a result of injuries covered by this **Endorsement** and performed within 72 hours from the time of such injuries).
  - iv. by childbirth or miscarriage.
  - v. while **You** and/or **Your Family Member(s)** under the influence of alcohol or drug, without any valid driving licence or used for unlicensed or illegal business pursuit such as an unlicensed common carrier.
2. to any bodily injury which shall result in hernia.
3. to suicide or any attempt thereat (sane or insane).

#### **Conditions**

1. Any word or expression to which a specific meaning has been attached in any part of this **Policy** or **Schedule** shall bear such specific meaning wherever it may appear.
2. All notices including claim notifications must be given by **You** and/or **Your Family Members** to **Us** in writing addressed to **Us** within thirty (30) days of being **Hospitalized** giving rise to such a claim. In the event of a claim for death, immediate notice must be given to **Us**.
3. All documentation, information and evidence required by **Us** shall be furnished at **Your** expense and shall be in such form and of such nature as **We** shall prescribe.
4. **We** shall not be bound to notice or be effected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this **Endorsement** but the receipt from **You** or **Your** legal personal representatives shall in all cases discharge **Us** of any such obligations.
5. Compensation for **Death** (under Supplementary Benefit No. 3 of the Table of Benefits above) of the **Insured Person** is payable to his or her legal personal representative. Other compensation benefit under this **Endorsement** shall be payable only to **You** and/or **Your Family Member(s)** which shall be a full discharge of **Our** obligation under **You** and/or **Your Family Member(s)**' claim.
6. **We** will have the right and opportunity to examine **You** and/or **Your Family Member(s)** when and as often as it may reasonably require during the pendency of claim under this **Endorsement**, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
7. Failure to comply with any of the provisions in this **Endorsement** shall invalidate all claims hereunder.

All existing terms, conditions, provisions and exceptions of this **Policy** will continue to apply for this **Endorsement**.