MERCEDES-BENZ COMPREHENSIVE INSURANCE

Enhanced Private Car Policy

Liberty General Insurance Berhad 197801007153 (44191-P)

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Mercedes-Benz Comprehensive

A private car insurance which is based on individual risk price that you can have for your vehicle.

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1 Mercedes-Benz Comprehensive Insurance at a Glance – A Quick Summary

Who we cover	• you • your authorised driver
Where we cover	• Malaysia, the Republic of Singapore and Negara Brunei Darussalam *Note:* *If you intend to drive your vehicle into the Republic of Singapore, you are required by the Republic of Singapore's law to have cover for 'Legal liability to passengers (LLP)' and you can purchase this cover under 'optional cover' which provides a limited cover for your liability for death and bodily injury of passenger(s).*
Cover effective period	• takes effect from the time of purchase of cover or at the agreed time of commencement, until the expiry date • the period of insurance will be shown in the schedule and related policy documents. If there is any change to these dates, it will be officially shown in an endorsement issued by us
What we insure	• your vehicle for an agreed value as shown in the schedule; or • your vehicle for the market value where the claim amount based on the said market value will be determined at the time of loss

Usage of your vehicle	• your policy covers you if your vehicle is used for 'social, domestic and pleasure purposes and for the policyholder's business' as declared by you. This is clearly stated in the certificate of insurance under the heading 'Limitation as to Use'
	• the following are some examples of how your vehicle can be used:
	  • to visit relatives and friends, for shopping etc.
	  • for carrying out your business use which is accepted by us such as getting to and from work, and meeting customers

What we pay	If your claim is approved, then we will at our option: • decide whether to repair your vehicle, or pay you in cash for the damage to your vehicle, or pay you the agreed value or market value on a total loss basis, or reinstate or replace your vehicle with one of the same make, model, age and general condition • pay for any death of, bodily injury or property damage to any third party and legal costs that you or your authorised driver is legally liable for • pay for any other benefits that apply to your policy • pay for any optional cover you have added to your policy • deduct any amounts that apply to your policy e.g. excess
Your insurance covers	• loss or damage to your own vehicle • liability to third parties • other benefits • optional cover (you can add cover if you pay additional premium for this)
Your insurance does not cover	This policy does not cover you against any damage to your vehicle as stated in the schedule and sections stated below: • Section 1 – see 'Not covered' section • Section 2 – see 'Not covered' section • Section 3 – see 'Not covered' section • Section 4 – see 'Not covered' section • Section 7 – see 'General Exclusions' section

Note:

1. *Please note that your policy only starts from page 4 onwards. To help you read and understand your policy better, we provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.*
2. *Words in bold*
   You will notice that some words in the policy are printed in ***bold*** *letters. This is because they have been given specific meaning in your policy. Please refer to Section 10 of this policy for the meaning of these words.*

2 Mercedes-Benz Comprehensive Insurance – Key Benefits and Features

This table provides you with the summary of insurance we offer. In this policy wording, we set out the full details about the cover and any limits, exclusions and conditions that may apply. To know the type of cover you have purchased, you may check it out on the schedule that we have issued to you.

Your insurance covers

Loss or damage to your own vehicle		
Liabilities to third parties		
Other benefits	All drivers	
	Towing assistance (unlimited distance) - *Please call Mercedes-Benz Insurance Hotline at 1 800 22 6247*	
	Flood relief allowance	
	Key care cover	
	Window snatch theft	
	Driver and passengers' personal accident	
	Car replacement	
	Applicable to electric vehicle (EV) only	Towing assistance due to out of charge
		Personal liability coverage due to use of EV home wall charger
		Loss or damage to portable electric charger
		Loss or damage to EV home wall charger
		Compassionate cover for electric vehicle while using public charging station
Optional cover	Inclusion of convulsions of nature	
	Legal liability to passenger(s)	
	Strike, riot and civil commotion	
	Extension of cover for ferry transit to and/or from Sabah and the Federal Territory of Labuan	
	Extension of cover to the Kingdom of Thailand	
	Extension of cover to Kalimantan	
	Cover for windscreens, windows or sunroof	
	Separate cover for accessories fixed to your vehicle	
	Cover for gas conversion kit and tank	
	Cover for caravan/luggage/boat trailer	
	Compensation for assessed repair time (CART)	
	Legal liability of passengers for negligent acts	
	Current year "NCD" relief	
	Private hire car endorsement	
	Tyre and rim	

3 Mercedes-Benz Insurance Hotline 1 800 22 6247

Call Us First

Mercedes-Benz Insurance Hotline 1 800 22 6247 provides you **unlimited distance of towing assistance** which is available **24 hours a day**, **7 days a week**. Consider us as your dedicated ‘friend on the roadside’ while in need anytime.

Mercedes-Benz Comprehensive Enhanced Private Car Policy

STAMP DUTY PAID

Your Insurance Contract

Your insurance contract with **us** is made up of the following documents:
- the **Schedule**
- the **Certificate of Insurance**
- any **Endorsements** attached to the **policy**
- the insurance **policy** from pages 4 to 32 (excluding the italic texts)
- any other disclosures given by **you** to **us** when **you** applied for this insurance and any subsequent disclosures.

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

Consumer Insurance Contracts & Non-Consumer Insurance Contracts

1. Where **your vehicle** is used for any purpose that is not related to **your** trade, business or profession, the following applies:

   Consumer Insurance Contracts

   This **policy** is issued in consideration of the payment of premium as specified in the **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**.

2. Where **your vehicle** is used for purposes related to **your** trade, business or profession, the following applies:

   Non-Consumer Insurance Contracts

   This **policy** is issued in consideration of the payment of premium as specified in the **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**.

Your Premium

In return for accepting **your** premium, **we** will provide **you** the cover **you** have chosen.

Your premium is based on the likelihood of a claim being made under **your policy** in the future. When **we** compute **your** premium, **we** look at a range of factors including but not limited to:
- **your vehicle**
- the amount **your vehicle** is insured for as shown in **your schedule**
- the age and gender of owners and drivers of **your vehicle**
- the location and address where **your vehicle** is kept
- **your** No Claim Discount entitlement.

Section 1: Loss or Damage to Your Own Vehicle

1. Covered

We will cover **your vehicle** when any **incident** happens during the **period of insurance** and causes loss or damage to **your vehicle** as listed below:

Events we cover

- **accidental damage** that is caused unintentionally to **your vehicle** including:
  - accidental collision or overturning
  - collision or overturning caused by mechanical breakdown
  - collision or overturning caused by wear and tear
  - impact damage caused by falling objects provided no convulsion of nature is involved
  - impact damage caused by falling tree(s)
- breakage of windscreen, windows or sunroof including lamination/tinting film, if any
- malicious act
- fire, explosion or lightning
- burglary, housebreaking, theft or **attempted theft**
- while in transit e.g. being carried from one place to another (including during loading and unloading) of **your vehicle** by:
  - **road**
  - rail
  - inland waterway e.g. across a river or canal
  - 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 the breakage of windscreens, windows or sunroof only without losing **your** NCD entitlement when **you** make a claim. **You** may refer to the **policy** wording in **Section 4: Cover for windscreens, windows or sunroof** of this **policy**.*

*For an additional premium, **your policy** can be extended to cover for ferry transit between Sabah and Labuan. **You** may refer to the **policy** wording in **Section 4: Extension of cover for ferry transit to and/or from Sabah and the Federal Territory of Labuan** of this **policy**.*

If **you** have an **agreed value policy**, **we** will pay **you** the **sum insured** as shown in the **schedule**.

Or if **you** have a **market value policy**, **we** will pay **you** the **market value** of **your vehicle** which will be determined at the time of loss or the **sum insured** as shown in the **schedule**, whichever sum is the lesser.

2. Not Covered

The events **we** do <u>not</u> cover are listed below. These exclusions are applicable to Section 1 only.

1. Type of loss or damage

We will <u>not</u> pay for:

i) <u>consequential losses</u>
- any direct or indirect losses of any kind that may arise as a consequence of any **incident**.

ii) <u>loss of use of **your vehicle**</u>
- any expense or financial loss that **you** may incur because **you** cannot use **your vehicle** e.g. cost of hiring replacement vehicle, travelling expenses etc.

*For an additional premium, **your policy** can be extended to cover an agreed payment per day for an agreed duration. **You** may refer to the **policy** wording in **Section 4: Compensation for assessed repair time (CART)** of this **policy**.*

iii) <u>depreciation or loss of **your vehicle's** value</u>
- depreciation e.g. the loss of value of **your vehicle** due to the damage caused or the time taken to repair **the vehicle**, and/or any loss or damage that is caused:
  - through passage of time
  - by use of **your vehicle**
  - by exposing **your vehicle** to the elements like rain or sun
  - by rust or any type of corrosion.

iv) <u>breakdown or malfunction of parts</u>
- any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakage to **your vehicle**.

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v) <u>convulsions of nature</u>

- any loss or damage to **your vehicle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature unless specifically purchased or covered under this **policy**.

*For an additional premium, **your policy** can be extended to loss or damage to **your vehicle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature. **You** may refer to the **policy** wording in **Section 4: Inclusion of convulsions of nature** of this **policy**.*

vi) <u>damage to tyre(s)</u>

- any damage to the tyre(s) of **your vehicle** unless other parts of **your vehicle** are also damaged at the same time.

vii) <u>inappropriate fuel used for **your vehicle**</u>

- any damage caused by filling **your vehicle** with fuel <u>not</u> designed for **your vehicle**.

viii) <u>damage caused directly and/or indirectly by animals</u> e.g. scratching, biting or any discharge of bodily fluids.

ix) <u>theft of **accessories**</u>

- loss of **accessories** from **your vehicle** caused by theft unless **your vehicle** is stolen at the same time.

x) <u>theft of parts</u>

- loss of parts from **your vehicle** caused by theft unless **your vehicle** is stolen at the same time.

xi) <u>loss of electronic data</u>

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

xii) <u>**cheating** or **criminal breach of trust**</u>

- any loss or damage, including theft, caused by or attributed to the act of **cheating** or **criminal breach of trust** by any person.

xiii) <u>**excess**</u>

- the amount of **excess** as shown in the **schedule** and the compulsory excess as shown in Section 1(3) Condition 3. This is the amount that **you** have to bear first in respect of each and every claim under the **policy**.

2. Intentional acts

We will <u>not</u> pay for loss or damage caused by or arising from an intentional act by:

- **you**
- **your authorised driver**
- a **passenger** in **your vehicle**
- a person acting with **your** express or implied consent.

3. Maintaining your vehicle

We will <u>not</u> pay for the following:

- **your vehicle** was <u>not</u> in good order and repair because it had:
  - any unrepaired damage
  - rust, mechanical or any other damage that made it unsafe to be driven
- **your vehicle** was <u>not</u> roadworthy.

4. Previous damage and faulty workmanship or repairs

We will <u>not</u> pay for:

- the cost to fix previous damage e.g. old damage that has <u>not</u> been repaired
- loss or damage caused by or arising from previous damage
- the cost to fix faulty **workmanship** or repairs by **you** or someone else
- loss or damage caused by or arising from faulty **workmanship** or repairs by **you** or someone else.

3. Conditions

1. Report to the police

You must report each **incident** to the police.

2. What we pay

We decide whether to:

- repair **your vehicle;**
- pay **you** in cash for the damage to **your vehicle**;
- pay **you** the **agreed value** or **market value** on a **total loss** basis or theft that applies to **your policy** if **your vehicle** is declared as ‘beyond economical repair’ or stolen and <u>not</u> recovered; or
- reinstate or replace **your vehicle** with one of the same make, model, age and general condition.

*For more details about how **we** settle **your** claim, **you** may refer to **Section 8: Claims and what we pay (Basis of settlement)** of this **policy**.*

3. Excess

The **excess** amount shown in the **schedule** is the amount that **you** have to pay for each and every claim under this section arising out of one **incident**. This means that **we** have the right to deduct the **excess** from the claim amount that **we** would have to pay.

In addition to the **excess** shown in **your schedule**, **we** will deduct another RM400 as compulsory excess for any one claim arising under this section if **your vehicle** is being driven by **you** or any person authorised by **you**:

- is under 21 years old; or
- holds a Provisional (P) or Learner (L) driver’s licence.

However, the **excess** is not applicable if the loss or damage is caused by:
- fire, explosion or lightning
- burglary, housebreaking, **attempted theft** or theft
- third party property damage or bodily injury.

5 Section 2: Liability to Third Parties

1. Covered

1. Type of liability

We will indemnify **you** and/or **your authorised driver** for the amount which **you** and/or **your authorised driver** is legally liable to pay to any third party (including third party's costs and expenses) for:
i) death or bodily injury to any person except those specifically excluded under this **policy**; and/or
ii) damage to property except those specifically excluded under this **policy**

as a result of an **incident** arising out of the use of **your vehicle** on a **road**. This cover is extended to **your authorised driver** provided **your authorised driver** also complies with all the terms and conditions of this **policy**.

2. Limits of our liability

We will pay the following for any one claim, or series of claims arising from one **incident**, in any one **period of insurance**:
i) unlimited amount for death and bodily injury to third party; and/or
ii) up to a maximum of RM3 million for third party property damage.

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 for reckless and dangerous driving or careless or inconsiderate driving under the Road Transport Act 1987 or any other offence related to the said **incident**, **we** will pay the legal costs incurred up to a maximum of RM2,000 to defend **you** or **your authorised driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore and Negara Brunei Darussalam and those costs have been incurred with **our** prior written agreement.

We will only pay for the legal costs and **we** will not pay for any fine imposed on **you** or **your authorised driver**.

5. Right of recovery

We have the 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 this section because of laws in force in Malaysia, the Republic of Singapore and Negara Brunei Darussalam, which **we** would otherwise not have to pay, **we** have the right to recover from **you** and/or **your authorised driver** the amount paid and any cost **we** have incurred in connection and/or arising from the claim.

2. Not Covered

These exclusions are applicable to Section 2.

We will not pay for:
1. death or bodily injury to any **passenger** being carried for hire or reward;
2. 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 / fatally wounded (whether as a **passenger** or otherwise) while on the job and is in or on **the vehicle** as part of his/her employment e.g. car wash worker, mechanic etc.*

3. damage to property belonging to or in the custody of or in control of or held in trust by **you** or **your authorised driver** and/or any member of **your** or **your authorised driver's household**;
4. liability to any person being carried in or upon or entering or getting onto or alighting from **your vehicle** unless he/she is required to be carried in or on **your vehicle** 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.*

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Liability to passengers other than:
*a) **passengers** carried for hire or reward;*
b) employees in the course of employment; or
*c) **your** or **your authorised driver's household** member unless he/she is required to be carried in **your vehicle** by reason of or in pursuance once to a contract of employment.*

*For an additional premium, **your policy** can be extended to insure such liability. **You** may refer to the **policy** wording in **Section 4: Legal liability to passenger(s)** of this **policy** as to what it covers or excludes and the applicable conditions.*

5. liability caused by a **passenger** travelling in or alighting from **your vehicle**;

*For an additional premium, liability for accidents caused by **your passengers** can be insured separately. **You** may refer to the **policy** wording in **Section 4: Legal liability of passengers for negligent acts** of this **policy** for the limit of coverage and/or exclusion and/or the applicable conditions.*

6. any claims brought against **you** by any person driving **your vehicle**, whether authorised or not;
7. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or
8. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

6 Section 3: Other Benefits

When **you** purchase **your policy** with **us**, **you** are entitled to the following benefits:

Definition of terms highlighted under Section 3:

1. "**House break-in**" means the act of forcefully entering someone's house in order to commit a crime.
2. "**Key(s)**" means any key or device made by the manufacturer of **your vehicle** to secure, gain access to, and enable **your vehicle** to be started and driven.
3. "**Robbery**" means taking or attempting to take something of value illegally by force or threat of force or by intimidating or putting a person in fear with the intent to permanently deprive the person of that property.
4. "**Hospital**" means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having twenty-four (24) hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
5. "**Insured person(s)**" means the driver and/or passenger(s) with **your** permission to drive or ride as passenger(s), boarding or alighting from **your vehicle**.
6. "**Authorised Mercedes-Benz service centre**" means a service centre appointed by Mercedes-Benz who is approved by **us**.
7. "**Electric Vehicle (EV)**" refers to a vehicle that is powered by an electric motor for propulsion and relies on rechargeable batteries for energy.
8. "**Home wall charger**" means **your** own **electric vehicle** charging equipment manufactured and supplied by Mercedes-Benz and installed by Mercedes-Benz or any of Mercedes-Benz's authorised installer that supplies electrical power for charging plug-in **electric vehicles**, which **you** had installed within the residence address as specified in the **schedule** under **your** legitimate control as owner, licensee or tenant.
9. "**Portable electric charger**" means portable **electric vehicle** charging equipment manufactured and supplied by Mercedes-Benz or any of Mercedes-Benz's authorised suppliers that supplies electrical power for charging plug-in **electric vehicles**.

1. All Drivers (Non-Tariff)

Covered

We will cover **you** or **your authorised driver** who is driving **your vehicle** at no additional cost.

2. Towing Assistance (Non-Tariff)

If **your vehicle** cannot be driven or is unsafe to be driven as a result of any damage to it that is covered by this **policy** and it needs to be towed, **we** will provide **you** or **your authorised driver** with towing assistance:

Covered

- towing assistance within Malaysia only
- unlimited distance of towing assistance per trip at any one **incident** including unlimited toll charges incurred for the necessary and reasonable costs to move **your vehicle** to:
  - an **authorised Mercedes-Benz service centre**; or
  - a safe place of storage while awaiting repairs or disposal
- any **incident** that happens and causes damage to **your vehicle** on the **road** as defined in Section 10 of this **policy**
- the towing assistance is available 24 hours a day, 7 days a week.

Not covered

- for purpose of disposing off or towing **your vehicle** from one repairer to another
- any summons, compounds or fines from any authorities and any unpaid parking fees that may be incurred.

Conditions

- **you** or **your authorised driver** shall contact **Mercedes-Benz Insurance Hotline at 1 800 22 6247** to arrange for towing assistance
- where **we** are in contact and are able to arrange **your** towing needs, **we** will arrange for this towing from the scene of the accident to the nearest police station and to an **authorised Mercedes-Benz service centre** or to a safe place of storage.

3. Flood Relief Allowance (Non-Tariff)

Covered

We will pay **you** an allowance of RM2,000 in the event of damage to **your vehicle** due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides.

Conditions

- **your vehicle** should be directed or towed to an **authorised Mercedes-Benz service centre** for claim assessment
- **you** should notify the claim to **us** once **your vehicle** is being sent to the **authorised Mercedes-Benz service centre** accordingly
- in the event of flood claim, **you** must provide **us** with the following documents:
  - copy of police report;
  - copy of repair invoice / official receipt; and
  - photograph before and after cleaning works and/or any additional document for verification.

The cover is limited to one (1) occurrence in each **period of insurance** and reinstatement of this benefit is <u>not</u> allowed.

Any claim under this benefit shall <u>not</u> affect **your** NCD entitlement and no **excess** will apply.

4. Key Care Cover (Non-Tariff)

Covered

We will reimburse the actual expenses incurred to repair or replace **your vehicle key(s)** up to RM2,000 in the event of loss or damage to the **key(s)** due to actual or **attempted theft**, **robbery** or **house break-in**.

Not Covered

- loss or damage caused by theft or **attempted theft** if the **key(s)** (or keyless entry system) to **your vehicle** is left unsecured or unattended, or is left in or on **your vehicle** whilst it is unattended;
- loss or damage due to mysterious disappearance or unexplained losses where it cannot be proved that theft or **attempted theft**, **robbery** or **house break-in** occurred; or
- any claim for additional or duplicate keys.

Conditions

- a police report must be lodged within twenty-four (24) hours of occurrence of the **incident**;
- **we** shall have the discretion to determine whether to replace, repair, or pay an amount equal to the loss of up to RM2,000 for one (1) set of **key(s)** as **we** deem appropriate;
- repair work or replacement of **key(s)** were carried out or were purchased from an **authorised Mercedes-Benz service centre**; and
- **you** must provide **us** the original receipt of the repair work or replacement of **key(s)**.

The cover is limited to one (1) set of **key(s)** claimable up to one (1) occurrence in each **period of insurance** and reinstatement of this benefit is <u>not</u> allowed.

Any claim under this benefit shall <u>not</u> affect **your** NCD entitlement and no **excess** will apply.

5. Window Snatch Theft (Non-Tariff)

Covered

We will pay **you** compensation of up to RM2,000 of the loss of possessions placed in **your vehicle** in the event that it was stolen by an unknown person by breaking the windscreen or window(s) of **your vehicle**.

Not Covered

For avoidance of doubt, **we** will <u>not</u> pay compensation for loss or losses due to any wilful act or negligence.

Conditions

- the **incident** occurred whilst **you** or **your authorised driver** was driving **your vehicle** on the **road**;
- the windscreen and window(s) of **your vehicle** must be broken by the unknown person;
- a police report is lodged at the nearest police station where the **incident** took place within twenty-four (24) hours after the **incident** occurred; and
- to **our** satisfaction, **you** or **your authorised driver** has taken all reasonable steps to limit and prevent further loss and damage.

The cover is limited to one (1) occurrence in each **period of insurance** and reinstatement of this benefit is <u>not</u> allowed.

Any claim under this benefit shall <u>not</u> affect **your** NCD entitlement and no **excess** will apply.

6. Driver and Passengers' Personal Accident (Non-Tariff)

Covered

If **you** and/or the **insured person(s)** sustain any bodily injuries which directly and independently of all other causes resulted in death or permanent disablement within 180 days caused solely and directly by violent accidental external and visible means whilst driving or riding as passenger(s), boarding or alighting from **your vehicle**, **we** shall pay **you** and/or the **insured person(s)** in the event of bodily injury and/or in the event of **your** and/or the **insured person(s)** death to **your** and/or the **insured person(s)** nominee as an executor according to the direction of the nominee and/or trustee of the trust created over such nomination in accordance with Schedule 10 of the Financial Services Act 2013 and/or the assignee as the case may be, the compensation specified in the Schedule of Benefits if any of the aforesaid shall happen.

Schedule of Benefits

Benefit	Sum Insured (per person up to 1 driver and 4 passengers)
1. Accidental Death	RM20,000
2. Permanent Disablement	
Loss of both hands or both feet or sight of both eyes	RM20,000
Loss of one hand and one foot	
Loss of either hand or foot and sight of one eye	
Total paralysis (from the neck down)	
Permanent quadriplegia (loss or permanent total loss of use of four limbs)	
Loss of one hand or one foot	RM10,000
Loss of four fingers and thumb in one hand	
Loss of hearing of both ears	
Loss of speech	
Loss of sight of one eye	
Loss of all toes in one foot	

In the Schedule of Benefits, the word(s):
- loss of hand means complete severance at or above the wrist.
- loss of foot means complete severance at or above the ankle.
- loss of sight means total and irrecoverable loss of sight rendering **you** and/or the **insured person(s)** absolutely blind in the eye and beyond remedy by surgical and other treatment.
- loss of speech means total permanent inability to communicate verbally.
- loss of hearing means total permanent and irrecoverable loss of hearing.

Not Covered

This benefit does not provide coverage under any of the following circumstances:
- loss caused directly or indirectly, wholly or partly:
  - by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - by any kind of disease or sickness;
  - by medical or surgical treatment (except such as may be necessary as a result of bodily injuries covered by this **policy** and performed within the time provided in the **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 substances to such an extent that **you** or **your authorised driver** is incapable of having proper control of **your vehicle**. **You** or **your authorised driver** shall be deemed as incapable of having proper control of **your vehicle** 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; or
  - while **your vehicle** is used for illegal activities/business or as an unlicensed carrier.
- intentional self-inflicted injuries, insanity, suicide or any attempt thereat (sane or insane).
- loss occasioned while **your vehicle** is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
- if **you** or **your authorised driver** does not have a valid driving licence to drive **your vehicle**. This will not apply if **you** or **your authorised driver** has an expired licence but is not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
- while committing or attempting to commit any unlawful act.
- death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- any pre-existing conditions or physical defect or infirmity, fits of any kind.
- while **you** or **your authorised driver** is participating in a brawl or strike, riot, civil commotion or demonstration.
- loss occasioned by or through or in consequence, directly or indirectly, of any **act of terrorism**.
- loss occasioned by war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared

or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. **You** shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.

Conditions

- the aggregate of all percentages payable under accidental death and/or permanent disablement benefit in respect of any one **incident** shall not exceed 100% of the sum insured specified in the schedule of benefits for each person. In the event of a permanent disablement claim which subsequently results in **your** and/or the **insured person(s)** death in respect of the same accident, the total amount payable shall not exceed the principal sum for accidental death for each person.
- in the event that there are more than four (4) passengers at the time of the **incident**, the limit per person under the schedule of benefits will be reduced proportionately for each passenger. The limitation shall not apply to the driver.

The cover is limited to one (1) occurrence in each **period of insurance** and reinstatement of this benefit is not allowed.

Any claim under this benefit shall not affect **your** NCD entitlement and no **excess** will apply.

7. Car Replacement (Non-Tariff)

Covered

We will arrange for, and pay the cost of, the provision of a replacement vehicle by the replacement car provider if **your vehicle** is being repaired at **authorised Mercedes-Benz service centre** due to an accident, up to a maximum of twenty (20) days per **period of insurance**.

Not Covered

We will not pay for:

- a replacement vehicle that has not been arranged by **us** or approved by **us**;
- the cost of fuel used during the replacement period;
- any police offenses, summons or compounds; or
- any accidental loss or damage to the replacement vehicle.

Conditions

- **you** are required to read and understand the Vehicle Returns Standards provided by the replacement car provider on the replacement vehicle. In the event **you** returned the replacement vehicle with any unacceptable damage, **you** must undertake to pay the replacement car provider or its authorised service centre any additional sums that may become payable pursuant to the said Vehicle Returns Standards. The repair cost will be invoiced to **you**;
- the vehicle which will be provided to **you** as a replacement car will be at the replacement car provider's discretion subject to availability;
- if **you** wish to request for a different replacement vehicle other than the vehicle provided to you by the replacement car provider, **you** will be responsible for any additional cost imposed by the replacement car provider;
- once the repairs of **your vehicle** are completed and notified to **you**, or the replacement vehicle provided to **you** has reached the maximum of twenty (20) days per **period of insurance**, whichever comes first, **you** must return the replacement vehicle within twenty-four (24) hours;
- any extension of days for the replacement vehicle usage should be arranged between **you** and the replacement car provider, **we** will not be responsible for any additional costs imposed by the replacement car provider on **you**;
- **you** are not allowed to drive the replacement vehicle outside Malaysia, any losses suffered directly or indirectly by the breach of this condition will be borne by **you**; and
- in the event of an accident/damage to the replacement vehicle, **you** shall immediately notify **authorised Mercedes-Benz service centre** and lodge a police report within twenty-four (24) hours. Note that **you** will be responsible for any cost related to the repair work of the damaged replacement vehicle that is not covered under this **policy**.

The cover is terminated once the replacement vehicle provided to **you** has reached the maximum of twenty (20) days per **period of insurance** and reinstatement of this benefit is not allowed.

Applicable to Electric Vehicle (EV) only

8. Towing Assistance due to Out of Charge (Non-Tariff)

If **your electric vehicle** runs out of charge and cannot be driven, **we** will assist **you** or **your authorised driver** to:

Covered

- charge **your electric vehicle** battery with enough power to get **you** or **your authorised driver** to the nearest working charging point; or
- tow **your electric vehicle** to the nearest working charging point or to **your** home or to **your authorised driver**'s home, whichever is the nearest.
- this benefit will be provided for unlimited events during the **period of insurance**.

Not Covered

- for purpose of disposing off or towing **your vehicle** from one repairer to another;
- any summons, compounds or fines from any authorities and any unpaid parking fees that may be incurred;
- damage to **your electric vehicle** as a result of the battery running out of charge;
- the cost of any transportation or accommodation incurred by **you** or **your authorised driver**;
- charging cost at the working charging point **your electric vehicle** is taken to; or
- any consequential costs incurred during the recovery or towing process.

Conditions

- **you** or **your authorised driver** shall contact **Mercedes-Benz Insurance Hotline at 1 800 22 6247** to arrange for towing assistance.
- **we** shall have the absolute discretion to determine if **your electric vehicle** is to be charged or towed. These services will only be rendered for **your electric vehicle** covered under this **policy** as specified in the **schedule**.

9. Personal Liability Coverage due to Use of EV Home Wall Charger (Non-Tariff)

If any death, bodily injury or property damage is caused by or results from **your** and/or **your authorised driver's** direct use of **EV home wall charger** which has been installed in **your** residence address as specified in the **schedule** to charge **your electric vehicle** at the time of the **incident, we** shall indemnify **you** and/or **your authorised driver** up to RM50,000, should **you** and/or **your authorised driver** become legally liable to pay to any third party for:

Covered

- death or bodily injury to a third party; and/or
- damage to third party property.

Not Covered

- death, injury or damage due to alteration, modification or improper repair to the **EV home wall charger** or its connector or adapter or any part thereof, or the installation or use of any parts or accessories that are not genuine by a person or facility not authorised or certified to do so;
- death, injury or damage which **you** and/or **your authorised driver** caused intentionally;
- failure to follow the manufacturer's instructions, maintenance requirements or warnings published in the documentation supplied with the **EV home wall charger**;
- damage to property which belongs to, is in the care of, under the control of, or in possession of any member of **your** and/or **your authorised driver**'s household;
- death or bodily injury to any member of **your** and/or **your authorised driver**'s household;
- any liability arising from the use of **your EV home wall charger** including any ancillary equipment such as cables and plugs, when the same is not connected to **your electric vehicle** for charging when the said liability arises;
- liability directly or indirectly occasioned by or through, or in consequence of pollution or contamination;
- loss of or damage to data or software;
- liability directly or indirectly occasioned by or through or in consequence of:
  a) war, invasion, act of foreign enemy, hostilities or warlike operations
  b) any act of terrorism
  c) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or local authorities
  d) any organised or uncontrolled opportunistic act of violence (such as looting, vandalism, destruction, pillage, theft etc.) occasioned by the overall situation and carried out by civilians, officials or soldiers; or
- where the **EV home wall charger** is used for commercial purposes.

Conditions

- a copy of police report that is lodged within twenty-four (24) hours of the occurrence of the **incident**.
- **our** limit of liability for the compensation payable to any claimant or any number of claimants in respect of or arising out of any one (1) **incident** including all costs and expenses shall be in the aggregate during the **period of insurance**.
- any claims paid shall reduce the amount of RM50,000 by the amount paid out for the remaining **period of insurance**.
- this benefit shall cease immediately upon payment of the full amount of RM50,000.

Any claim under this benefit shall <u>not</u> affect **your** NCD entitlement and no **excess** will apply.

10. Loss or Damage to Portable Electric Charger (Non-Tariff)

We will reimburse the actual expenses incurred to repair or replace the **portable electric charger** up to RM2,000 involving **your electric vehicle** during the **period of insurance**, due to:

Covered

- accidental damage;
- fire;
- lightning; or
- theft (must be due to violent and forcible entry).

Not Covered

- any damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or deterioration, abuse, misuse, negligence, lack of or improper use, maintenance, storage or transport;
- any damage or malfunction directly or indirectly caused by, due to, or resulting from explosion, hurricane, cyclone, typhoon, windstorm, earthquake, flood, aircraft and aerial devices or articles dropped therefrom, impact damage by road vehicles, bursting or overflowing of water tanks, apparatus or pipes;
- any loss whenever **portable electric charger** is left unattended or failure to take reasonable precaution to keep **your portable electric charger** secured;
- damage/repair covered under manufacturer warranty;
- failure to follow the instructions and warnings published in the documentation supplied with **your** manufacturer connector or adapter;
- external factors that are not expressly covered under this benefit causing loss or damage to the **portable electric charger** or its connector or adapter;
- general appearance or damage to paint, including chips, scratches, dents and cracks;
- any damage or loss arising out of the failure to contact the manufacturer upon discovery of a defect covered under this **portable electric charger**;
- any repair, alteration or modification to the **portable electric charger** connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorised or certified to do so;
- lack of or improper repair including the use of non-genuine manufacturer accessories or parts;
- use for commercial purposes;
- any claims, direct or consequential, arising out of or resulting from the design, supply or manufacture of the **portable electric charger**, which caused and/or contributed to the damage;

- mysterious disappearance of the **portable electric charger** without any sign of violent and forcible entry on **your electric vehicle**;
- any claims that are payable and/or covered under any other specific **policy**;
- any liability arising out of loss or damage to third party property and bodily injury caused by **portable electric charger**; or
- loss or damage caused by, or due to, or resulting from, internal mechanical or failure of the **portable electric charger** itself.

Conditions

- a copy of police report that is lodged within twenty-four (24) hours of the occurrence of the **incident**; and
- original repair invoice(s) / receipt(s) for the expense(s) incurred.

Any repair or replacement of the **portable electric charger** must be carried out by Mercedes-Benz or any of Mercedes-Benz's authorised suppliers.
The cover is limited to one (1) occurrence in each **period of insurance** and reinstatement of this cover is not allowed.
Any claim under this benefit shall not affect **your** NCD entitlement and no **excess** will apply.

11. Loss or Damage to EV Home Wall Charger (Non-Tariff)

We will reimburse the actual expenses incurred to repair or replace the **EV home wall charger** that has been installed in **your** own residence address as specified in the **schedule**, up to RM15,000 involving **your electric vehicle** during the **period of insurance**, due to:

Covered

- accidental damage;
- fire;
- lightning;
- theft (must be due to violent and forcible entry);
- explosion;
- hurricane;
- cyclone;
- typhoon;
- windstorm;
- earthquake;
- flood;
- aircraft and aerial devices or articles dropped therefrom;
- impact damage by road vehicles; or
- bursting or overflowing of water tanks, apparatus or pipes.

Not Covered

- any damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or deterioration, abuse, misuse, negligence, lack of or improper use, maintenance, storage or transport;
- damage/repair covered under manufacturer warranty;
- failure to follow the instructions and warnings published in the documentation supplied with **your** manufacturer connector or adapter;
- external factors that are not expressly covered under this benefit causing loss or damage to the **EV home wall charger** or its connector or adapter;
- general appearance or damage to paint, including chips, scratches, dents and cracks;
- any damage or loss arising out of the failure to contact the manufacturer upon discovery of a defect covered under this **EV home wall charger**;
- any repair, alteration or modification to the **EV home wall charger** connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorised or certified to do so;
- lack of or improper repair including the use of non-genuine manufacturer accessories or parts;
- use for commercial purposes;
- any claims, direct or consequential, arising out of or resulting from the design, supply or manufacture of the **EV home wall charger**, which caused and/or contributed to the damage;
- mysterious disappearance of the **EV home wall charger** without any sign of violent and forcible entry;
- any claims that are payable and/or covered under any other specific **policy**;
- any liability arising out of loss or damage to third party property and bodily injury caused by **EV home wall charger**; or
- loss or damage caused by, or due to, or resulting from, internal mechanical or failure of the **EV home wall charger** itself.

Conditions

- a copy of police report that is lodged within twenty-four (24) hours of the occurrence of the **incident**;
- original repair invoice(s) / receipt(s) for the expense(s) incurred; and
- **you** must be able to prove that the damaged **EV home wall charger** was previously installed by Mercedes-Benz or Mercedes-Benz's authorised installer in **your** own residence address as specified in the **schedule**.

Any repair or replacement of the **EV home wall charger** must be carried out by Mercedes-Benz or any of Mercedes-Benz's authorised installers.
The cover is limited to one (1) occurrence in each **period of insurance** and reinstatement of this cover is not allowed.
Any claim under this benefit shall not affect **your** NCD entitlement and no **excess** will apply.

12. Compassionate Cover for Electric Vehicle While Using Public Charging Station (Non-Tariff)

We will reimburse **you** or **your authorised driver** for the repair costs and/or medical expenses incurred up to RM5,000, due to or resulting from the direct use of a public **electric vehicle** charging station:

Covered

- **your electric vehicle** is damaged; and/or
- **you** or **your authorised driver** suffers bodily injury.

Not Covered

Any damage or bodily injury arising from or in connection with any of the following circumstances:

- the use of a public **electric vehicle** charging station that has not been approved by local authorities;
- any damage to third party property and/or death or bodily injury to third parties arising from **your** or **your authorised driver's** use of the public **electric vehicle** charging station;
- damage or bodily injury caused intentionally or arising from negligence in relation to the use of the public **electric vehicle** charging station by **you** or **your authorised driver** or any person acting on **your** or **your authorised driver**'s behalf; or
- failure to follow the charging manual or the **electric vehicle** manufacturer's instructions for charging, or use of the public **electric vehicle** charging station contrary to its normal or typical operation.

Conditions

- a copy of the police report on the **incident**, damage and/or bodily injury;
- original repair invoice(s) / receipt(s) for the expense(s) incurred including medical bills, photographs of **your electric vehicle** before and after the repair works; and
- any additional document(s) as **we** may require are submitted to **us**.

The cover is limited to one (1) occurrence in each **period of insurance** and reinstatement of this cover is not allowed.
Any claim under this benefit shall not affect **your** NCD entitlement and no **excess** will apply.
This benefit shall cease immediately upon settlement of the claim.

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Section 4: Optional Cover

The following are a list of optional covers available that **you** may want to add to **your** basic **policy** by paying an additional premium to **us**. Note that only optional covers specifically printed in the **schedule** shall apply to this **policy**.

1. Inclusion of Convulsions of Nature

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage to **your vehicle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

2. Legal Liability to Passenger(s)

Covered

We will 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 vehicle** except in the following cases:

- death or bodily injury to any **passenger** being carried for hire or reward;
- 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**;
- 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**;
- liability to any person who is a member of **your** and/or **your authorised driver's household** who is a **passenger** in **your vehicle** unless he/she is required to be carried in or on **your vehicle** by reason of or in pursuance of his/her contract of employment with **you** or **your authorised driver** and/or his/her employer;
- liability caused by a **passenger** travelling in or alighting from **your vehicle**;
- any claims brought against **you** by any person driving **your vehicle**, whether authorised or not;
- any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or
- all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

Conditions

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

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

$$\frac{\text{Number of passengers permitted by law}}{\text{Actual number of passengers carried at time of incident}} \times \text{Total claim awarded}$$

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3. Strike, Riot and Civil Commotion

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage to **your vehicle** caused by:
- the wilful act of any worker involved in any strike or lock out done in furtherance of a strike or to resist a lock out;
- the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lock out or not); and
- 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.

Not Covered

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

4. Extension of Cover for Ferry Transit to and/or from Sabah and the Federal Territory of Labuan

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage to **your vehicle** when in transit to and/or from Sabah and Federal Territory of Labuan.

Conditions

You need to bear the first 1% of the **sum insured** or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this benefit. **We** have the right to deduct this amount in addition to the **excess** applied in Section 1 of this **policy**.

5. Extension of Cover to the Kingdom of Thailand

Covered

We will extend **our** cover under Section 1 and Section 2(1)(1)(ii) of this **policy** to **your vehicle** 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 2(1)(1)(ii) will be up to a maximum of RM100,000 only.

Conditions

This benefit does not cover legal liability under Section 2(1)(1)(i) while **your vehicle** is being used in the Kingdom of Thailand.

6. Extension of Cover to Kalimantan

Covered

We will extend **our** geographical area of cover in this **policy** to include Kalimantan with effect from the time of purchase on [*state date*] to midnight (Malaysia Standard Time) on [*state date*] subject to the limit of liability of RM50,000 under Section 2(1)(1)(i) and 2(1)(1)(ii).

7. Cover for Windscreens, Windows or Sunroof

Covered

We will extend **our** cover under Section 1 of this **policy** for cost to replace or repair any glass in the windscreens, windows or sunroof of **your vehicle** that is accidentally damaged, including the cost of lamination/tinting film (if any) provided no other claim is submitted for this **incident**. The maximum amount that **we** will pay for this benefit is the amount shown in the **schedule** under this optional cover.

Conditions

- if **your** claim is for damaged glass only and no other damage, **we** will not deduct any **excess** and **you** will not lose **your** No Claim Discount entitlement
- when the damaged glass is replaced, the cover provided under this benefit comes to an end and if **you** wish to enjoy continued cover, **you** must pay the additional premium to **us** to renew this optional cover
- 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 original limit, **you** must pay the additional premium to **us** for the increased cover
- **we** have the discretion on whether to repair or replace the damaged glass.

8. Separate Cover for Accessories Fixed to Your Vehicle

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage to the non-standard **accessories** fixed to **your vehicle** as shown in the **schedule**. The maximum amount that **we** will pay for this benefit is the amount shown in the **schedule** under this optional cover.

Conditions

- if **your** claim is for these **accessories** only and no other damage, **we** will not deduct any **excess** and **you** will not lose **your** No Claim Discount entitlement
- the cover provided under this benefit is terminated on the date **your** claim is settled. If **you** wish to enjoy continued cover, **you** must pay the additional premium to **us** to renew this optional cover.

9. Cover for Gas Conversion Kit and Tank

Covered

We will extend **our** cover under Section 1 of this **policy** for loss and damage to the gas conversion kit and tank of **your vehicle** as a separate item provided it is installed by a qualified installer. The maximum amount that **we** will pay for this benefit is the amount shown in the **schedule** under this optional cover.

Conditions

- 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
- the cover provided under this benefit comes to an end on the date **your** claim is settled. If **you** wish to enjoy continued cover, **you** must pay the additional premium to renew this optional cover.

10. Cover for Caravan / Luggage / Boat Trailer

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage to the caravan, luggage or boat trailer while it is being used together with **your vehicle**. The maximum amount that **we** will pay for this benefit is the amount shown in the **schedule** under this optional cover.

Not covered

We will not pay for:

- legal liability for death or bodily injury to any **passenger** in the specified caravan, luggage or boat trailer unless such person is being carried by reason of or in pursuance of a contract of employment;
- loss or damage to the contents of or anything being carried in the specified caravan, luggage or boat trailer; and
- loss or damage to the boat being carried by the specified trailer.

11. Compensation for Assessed Repair Time (CART)

Covered

- **we** will pay compensation for the number of days assessed by **us** as required to repair **your vehicle** under Section 1 of this **policy** (‘the assessed repair time’). **We** agree that the 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 benefit is limited to the amounts shown in the **schedule** under this optional cover.

Not covered

We will not pay for:

- if **your** claim is only for breakage of glass that is payable under optional cover ‘Windscreens, windows or sunroof’
- for any delay in the time taken to repair **your vehicle** beyond the assessed repair time. The final decision on the time required to repair **your vehicle** will be decided by **us** irrespective of whether **your** claim is lodged directly with **us** or against a third party
- if **your** claim is for theft or **total loss** of **your vehicle**
- if **your** claim is for ‘beyond economical repair’.

Conditions

- for any claim that **we** agree to pay under this benefit, **we** will not deduct any **excess** and **you** will not lose **your** No Claim Discount entitlement
- **we** will not refund any portion of the additional premium that **you** paid to **us** if **you** cancel this optional cover at any time.

12. Legal Liability of Passengers for Negligent Acts

Covered

We will extend **our** cover under Section 2 of this **policy** to include the legal liability incurred by any **passenger** in **your vehicle** on condition that the **passenger**:

- is not driving **your vehicle**;
- is not entitled to indemnity under any other **policy** of insurance which cover legal liability as provided under this endorsement ; and
- complies with all the terms and conditions of this **policy** as though he/she were **you**.

Not covered

We will not pay for:

- death or bodily injury to any person who is employed by **you** or the **passenger**, and who is fatally wounded or is injured in the course of such employment;
- 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 vehicle**; and/or
- death or bodily injury to the driver or any other **passenger** travelling in **your vehicle** at the same time.

13. Current Year "NCD" Relief

Covered

We will 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**.

Conditions

- the cover provided under this benefit is terminated automatically when **we** make a payment for a claim under this benefit, the ownership of this **policy** is transferred to another party, or **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 provided under this benefit is terminated as mentioned above or if **you** cancel this optional cover at any time.

14. Private Hire Car Endorsement (Non-Tariff)

In consideration of the additional premium that **you** paid **us** for this **endorsement**, we agree that the **policy** terms have been amended as stated below.

'**Limitation as to use**' as defined under the **certificate of insurance (CI)** and explained under Section 10 of this **policy** is amended to include use of the **vehicle** for the carriage of passengers for hire and reward under an **e-hailing service** licence for the period the **vehicle** is driven by that **authorised private hire driver** who is assigned to this **vehicle**, in the following manner:

Time of cover

Effective date of **Private Hire Car Endorsement**:
as per the effective date of the Private Hire Car Endorsement stated in the schedule/endorsement schedule

Expiry date of **Private Hire Car Endorsement**:
as per the expiry date of the Private Hire Car Endorsement stated in the schedule/endorsement schedule

Condition under which this endorsement applies

Cover under this **policy** is extended by this **endorsement** on condition that the **vehicle** 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 regard to '**private hire**' as mentioned in this **policy** are 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 **vehicle** 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 **vehicle** is **on call**. The extent of these coverages is fully explained under Section III 'Additional Extended Cover' below:

i. Loss or damage to **your** own **vehicle** (as expressed under Section 1 of this **policy**)
ii. Liability to third parties (as expressed under Section 2 of this **policy**)
iii. Legal liability to **fare-paying passengers**
iv. Personal accident cover of RM25,000 due to accidental injury or death of the **authorised e-hailing driver** in the course of driving the **vehicle**
v. Legal liability of **fare-paying passengers** for negligent acts

II) Additional definition of terms

"**Authorised e-hailing drive**r" – 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 **vehicle** and with the policyholder's permission to do so.

"**CVLB**" – The licensing authority in East Malaysia for public service vehicles i.e. Commercial Vehicle Licensing Board.

"**E-hailing app**" – 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 apply in context.

"**Fare-paying passenger(s)**" – Passenger(s) who pay a fare to be transported in the **vehicle** pursuant to an **e-hailing service** call together with every person who accompanies them in the same ride.

"**On call**" – The period from 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 **vehicle**, 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 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**" – The licensing authority for public service vehicles i.e. Land Public Transport Agency (also known as Agensi Pengangkutan Awam Darat).

III) Additional extended cover

i. Loss or damage to your own vehicle
Coverage for loss or damage to **your** own **vehicle** will follow the terms and conditions provided under Section 1 of this **policy** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when **your vehicle** is **on call**.

ii. Liability to third parties
Coverage for liability to third parties will follow the terms and conditions provided under Section 2 of this **policy** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when **your vehicle** is **on call**.

iii. Legal liability to fare-paying passengers

We shall pay towards **your** 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 vehicle** 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;
c. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam;
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**;
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 within three calendar months of the occurrence of the **incident**:

Payable Injury	Scale of Compensation (RM)
1. Death	25,000
2. Total and irrecoverable loss of sight in both eyes	
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	
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	
5. Total and irrecoverable loss of sight in one eye	12,500
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot	

Provided always that:

a. Compensation shall be payable under one of the payable injury 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 RM25,000 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 (1) intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or (2) an accident happening while 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 **vehicle** owner and the **e-hailing service** provider at the time of the **incident** 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 2 of this **policy** will include legal liability for any accident to a third party which is caused by a passenger of **your vehicle** during his ride as a **fare-paying passenger** in **your vehicle** on condition that the passenger:

a. is not driving **your vehicle**;
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 being carried in **your vehicle**; and/or
c. death or bodily injury to the driver or any passenger travelling in **your vehicle** at the same time.

IV) General application of policy terms and conditions

All other terms and conditions provided under this **policy** are otherwise unchanged.

15. Tyre and Rim (Non-Tariff)

Definition of terms highlighted under this benefit:

- "**Authorised Mercedes-Benz assessor**" means a qualified loss assessor appointed by Mercedes-Benz to inspect **the vehicle** covered and recommend the extent to which benefit amounts are payable under this Tyre and Rim Insurance.
- "**Authorised Mercedes-Benz service centre**" means a service centre appointed by Mercedes-Benz who is approved by **us**.

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Covered

We will cover the tyre(s) and rim(s) of **your vehicle** when any **incident** happens during the **period of insurance** and causes damage to the tyre(s) and rim(s) of **your vehicle** as listed below:

- **Tyre**
  - **we** will pay for the cost of the repairs or replacement of up to four (4) damaged tyres of **your vehicle** per **period of insurance**, due to bulge, puncture, burst or cut resulting in **your vehicle** running in a deflated condition.
  - **we** shall be liable to pay the service and labour charges towards replacement of tyre(s) including the air valve, valve, caps, tyre pressure sensors, tyre balancing and alignment with the same make, model and specification as per the limits as specified in the table below with the proportion of the current tread depth of the damaged tyre(s) at the time of entitlement settlement for tyre replacement.
  - the settlement for tyre(s) replacement shall be based on the current tread depth of the damaged tyre(s) at the time of assessment by **authorised Mercedes-Benz assessor** as per the table below:

Entitlement Settlement for Tyre Replacement Table

Current Tread Depth (CTD) (mm)	Reimbursement of tyre price (%)	Inspection Conditions
CTD ≥ 80% of initial depth	100%	At the time of the assessment of the damaged tyre(s), the following will be applied: 1. Tyre pressure as specified by vehicle manufacturer 2. Depth will be measured at the centre of the tread 3. Mean of minimum three (3) readings will be taken
60% to 79% of initial depth	75%	
40% to 59% of initial depth	50%	
CTD < 40% of initial depth	0%	

The current tread depth (CTD) grid shall not be applicable to event(s) occurring within ninety (90) days from the purchase date of new vehicle and will be entitled for tyre replacement.

- **Rim**
  - **we** will pay for the cost of the repairs or replacement of up to four (4) damaged or deformed rims per **period of insurance**, rendering it to be functionally unusable and/or unsafe.
  - **we** shall be liable to bear the actual cost and service/labour charges of replacing the damaged or deformed alloy wheel rim(s) with alloy wheel rim(s) of same make, model and specification.
  - any damage to the parts, child parts and assemblies due to “consequential loss/damage” arising out of the same event shall be covered provided it is not covered in this **policy**. ‘Consequential loss/damage’ with respect to this benefit would mean “the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same”.

Territorial limit cover: Anywhere within Malaysia.

Not Covered

We will not provide cover to the tyres and/or rims of **your vehicle** in any of the following events:

- the tyre has been used for its full specified life as per the tyre manufacturer’s guidelines and/or if the current tread depth is less than 40% of the thread depth of a new tyre of the same model;
- non-damaged tyre(s) and/or rim(s) for the purpose of matching a set of tyre(s) and/or rim(s);
- theft of **your vehicle’s** tyre(s) and/or tyre(s) along with rim(s);
- any retread tyres or spare tyre(s) and/or rim(s);
- any minor damages/dents, cuts or scratches which do not affect the safety or functioning of the tyre(s) and/or rim(s);
- any damage due to natural wear, tear, rust or corrosion;
- any damage arising from non-respect of periodic maintenance as specified by the vehicle manufacturer, including but not limited to tyre(s) rotation or wheel balancing/alignment;
- any damage arising from poor workmanship during repair or at the time of manufacturing/assembly or disassembly and/or unauthorised repairs;
- any damage that occurs during practice for or taking part in a motor sport, competition (other than treasure hunt), rally, racing, pacemaking, reliability trial, speed test, demonstration, illegal activities or on any racetrack;
- any damage resulting from vandalism, misuse or abuse of **your vehicle**, or **your** wilful negligence;
- any damage due to deliberate, intentional, malicious or criminal act;
- any damage due to any fraudulent or exaggerated acts committed by **you** or anyone acting on **your** behalf or by the authorised vehicle manufacturer dealer workshop employees;
- any manufacturer defect or recall;
- any damage caused by incorrect wheel balancing/alignment, defective steering or defective suspension, or using the tyre(s) at the incorrect pressure;
- any damage to tyre(s) and/or rim(s) due to accidental impact covered under own damage claim in this **policy** or the vehicle manufacturer warranty or under any warranty or guarantee provided by the manufacturers or service provider;
- any damage that is the direct result from operating **your vehicle** beyond the limitations specified by the vehicle manufacturer (maximum load, passenger capacity, engine speed, and other specifications);
- any damage arising from mechanical or electrical breakdown or failure of any vehicle parts including brake or suspensions parts and/or any damage to your vehicle;
- any damage that results from the modifications of **your vehicle** in any way from the vehicle manufacturer’s specification and these modifications contribute to the damage of the tyre(s) and/or rim(s);
- any damage arising from fitment of accessories / modifications to tyre(s) and/or rim(s) including without limitations to mechanical accessories such as wheel covers etc.;
- any damage that results from improper storage or transportation and also from corrosion or oxidisation;
- inconsequential aspects such as noises, vibrations, and sensations that do not affect product function, safety or performance;
- consequential damage of any kind;
- if the rim(s) sought is different from the rim(s) in the original equipment along with **your vehicle** as per the information provided and recorded;

- if **you** do not take all reasonable precautions to prevent damage to **your vehicle's** tyre(s) and/or rim(s), including but not limited to protecting and maintaining **your vehicle** and its tyre(s) and/or rim(s);
- if **you** intentionally drive on a damaged tyre and/or rim or exceeding the recommended driving limitations in the case of a run flat tyre;
- in the event of replacement of tyre(s) and/or rim(s) due to normal wear and tear, it will be the obligation of **you** or vehicle manufacturer authorised dealer to inform vehicle manufacturer company about such changes;
- any **act of terrorism**, and/or illegal activities;
- any legal liability, consequential loss, damage to third party properties/injury, death of passengers or third parties;
- expenses incurred on towing charges; or
- expenses related to personal injury or property damage.

Conditions

- the coverage under this benefit is restricted to a maximum for four (4) tyres and four (4) rims only per **period of insurance**;
- in the event of a claim under this benefit, **you** must provide **us** with the following:
  - completed claim form;
  - diagnosis from **authorised Mercedes-Benz service centre**;
  - photographs of causal and the affected tyre(s) and/or rim(s);
  - details of the tyre(s) and/or rim(s), and the labour costs; and
  - other relevant information and evidences, which are reasonably and properly requested by us.
- **you** shall send **your vehicle** to the **authorised Mercedes-Benz service centre** for claim assessment in the event of any damage to the tyre(s) and/or rim(s) of **your vehicle**;
- in the event of any damage to the tyre(s) and/or rim(s) of **your vehicle**, **we** shall have the right to indemnify as follows:
  - repair at the **authorised Mercedes-Benz service centre**; or
  - replace the damaged tyre(s) and/or rim(s) with the same make, model and specification as the tyre(s) and/or rim(s) that were fitted to **your vehicle**.
- if **we** settle **your** claim by replacing the damaged tyre(s) and/or rim(s) of **your vehicle**, the damaged tyre(s) and/or rim(s) of **your vehicle** will become **our** property unless **we** let **you** retain ownership of it;
- in the event any discrepancies or irregularities are to be discovered subsequent to **our** approval that may render the claim non-payable, **we** shall be entitled to recover the sum paid and any costs incurred from **you**;
- during the **period of insurance**, if **you** wish to change the rim(s) of **your vehicle** to a different rim(s) supplied in the original equipment along with **your vehicle** due to any reason whatsoever, you shall notify **us** in writing such replacement;
- **we** will not authorise repair or replacement of the undamaged tyre(s) and/or rim(s) of **your vehicle** to create a uniform appearance or for the purpose of matching a set of tyre and/or rim e.g. if the **incident** causes damage to only one (1) tyre of **your vehicle**, then **we** will only pay to repair or replace the damaged tyre of **your vehicle**. **We** will not pay the cost to repair or replace the rest of the tyres of **your vehicle**;
- our liability for any loss and/or damage to the tyres and rims shall not exceed the scope of services;
- all covered tyres and rims must be in 100% working condition prior to issuance of this benefit. The tyre and rim benefit does not cover breakdowns which existed prior to, or was caused by a condition which existed prior to issuance of this benefit;
- in the event where **you** opt for tyre(s) and/or rim(s) of different make, model and specification or where the replacement tyre(s) and/or rim(s) of the same make, model and specification is not available, **we** shall reimburse the cost of replacing the original tyre(s) and/or rim(s) with one of the same make, model and specification to the relevant service centre where the tyre(s) and/or rim(s) of **your vehicle** is being replaced and no cash amount will be paid to **you**;
- calculation of the amount of loss shall not exceed the recent actual price of the replacement tyre(s) and/or rim(s) at the time of the **incident**; and
- in case of cancellation requested by **you**, **you** shall be entitled to a pro-rated refund of the unexpired premium provided no claim has arisen during the current **period of insurance**.

The cover is terminated once **you** have exhausted the benefits available to **you** under this benefit and reinstatement of this benefit is not allowed.

Any claim under this benefit shall not affect **your** NCD entitlement and no **excess** will apply.

Section 5: No Claim Discount

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

1. No Claim Discount (NCD)

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

Claim free year of insurance	NCD entitlement
After 1 continuous claim free year	25%
After 2 continuous claim free years	30%
After 3 continuous claim free years	38 1/3%
After 4 continuous claim free years	45%
After 5 continuous claim free years and beyond	55%

2. One Claim and Your NCD is Down to Zero

If **you** or anybody else meets with an **incident** which will give rise to a claim on this **policy**, the NCD entitlement that **you** have accumulated would drop to zero at the next renewal and **your** NCD will start all over again. If a claim arising as a result of an **incident** prior to the latest NCD is intimated to **us**, **we** will be entitled to recover the NCD given to **you**.

3. Exception to This Rule

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

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

4. Your NCD is Not Transferable

The NCD is personal to **you** which means that if **you** were to sell **your vehicle** and **we** agree to transfer this **policy** to the new owner, **your** NCD cannot be transferred as a benefit to the new owner.

5. NCD Withdrawal

During the **period of insurance**, if **you** wish to withdraw the NCD from this **policy**, **you** may need to pay **us** an additional premium to reimburse the NCD that **you** have already received under this **policy**.

6. Non-Utilisation of NCD

For every year that the NCD is not utilised by **you**, the NCD accumulated and applicable to this **policy** will be reversed in accordance with the scale set out in the table in clause 1 under this section as shown above.

Section 6: General Conditions and Your Responsibilities

1. General Conditions

The general conditions set out in this section shall apply to all cover under **your policy**.

1. Reference to motor vehicle Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by **us** to determine the **sum insured** of **your vehicle** at the time **you** purchased/renewed this **policy** as well as the **market value** of **your vehicle** at the time of the loss.

When a claim is made, the **market value** of **your vehicle** would be determined by the ISM Automotive Business Intelligence System (ISM-ABI) and this value would be accepted as the cost of purchasing a replacement vehicle of the same make, model and age of **your vehicle** at the time of loss.

If no **market value** is available from the ISM-ABI for **your vehicle**, the **market value** of **the vehicle** would be determined by an **adjuster**, agreed to by both **you** and **us**.

The valuation done by the ISM-ABI or **adjuster** will be conclusive evidence in respect of the **market value** of **your vehicle** in any legal proceedings against **us**.

2. Agreed value clause

The **agreed value** shown in the **schedule** is the maximum amount that **we** will pay for **your vehicle**, less any **excess** (if applicable) if **your vehicle** is stolen or is totally destroyed.

We and **you** have agreed at the commencement of this **policy** to use this value as the basis of claim 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 vehicle** at the time of the loss will <u>not</u> be taken into account.

3. Hire purchase

In the event **your vehicle** 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 1 of this **policy** by us by way of a cash payment shall be made to the owners as long as they remain as the owner of **your vehicle** at the time of **incident**. The receipt from the owners will fully discharge **us** from any further claims or liability in respect of such loss or damage. For all other purposes, **you** are the principal party under this **policy** and <u>not</u> an agent or trustee of the owners and that **you** have <u>not</u> 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. However, any payment of compassionate allowance under Section 3(3) of this **policy** will be paid directly to **you**.

4. Employers' loan

In the event **your vehicle** was purchased under an employer's loan agreement, **you** unconditionally agree that the payment of any claim under Section 1 of this **policy** by **us** by way of cash payment shall be made to the employer named in the **schedule** as long as the loan remains outstanding at the time of the **incident** giving rise to a claim. The receipt from the employer will fully discharge **us** from any further claims or liability in respect of the **incident**. However, any payment of compassionate allowance under Section 3(3) of this **policy** will be paid directly to **you**.

5. Leasing agreement

In the event **your vehicle** 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 1 of this **policy** by **us** by way of a cash payment shall be made to the lessors as long as the leasing agreement remains valid at the time of the **incident**. The receipt from the lessors will fully discharge **us** from any further claims or liability in respect of such loss or damage. For all other purposes, **you** are the principal party under this **policy** and <u>not</u> as an agent or trustee for the lessors and **you** have <u>not</u> 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. However, any payment of compassionate allowance under Section 3(3) of this **policy** will be paid directly to **you**.

6. Subrogation (recovery against another party)

We shall be entitled to take over all rights and remedies that **you** may have against any third party who caused the **incident** resulting in the loss and/or damage and **we** shall have absolute discretion in the conduct of any proceedings filed by **us** at **our** own cost and expense, against the third party and in the settlement or defence of any such claim and **you** must give **us** all such information and assistance as **we** may require from time to time including assigning all **your** rights to take action in **your** name. **You** shall give **us your** full cooperation to protect **our** subrogation rights and provide **us** all assistance **we** require.

7. More than one insurance covering the same vehicle

i) **You** must inform **us** in writing if **you** have taken out any other insurance in respect of **your vehicle** during the **period of insurance**

ii) 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 or damage. **We** will <u>not</u> pay the claim first and then seek recovery from the other co-insurer(s) who is/are also liable for the loss or damage.

8. Dispute resolution

If there are differences or disputes on any matters relating to this **policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **you** and **us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one (1) month of being required to do so, then **you** and **we** will 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 and if **you** are <u>not</u> satisfied with the course of action taken by **us** or decision made by **us**, **you** may seek recourse through **our** Complaint Management Unit and alternatively, may seek redress or assistance from the **Financial Markets Ombudsman Service (FMOS)**.

For more details about dispute resolution, ***you*** *may refer to* ***Section 9: Other information you need to know*** *of this* ***policy****.*

9. Prevalent policy wording

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

2. Your Responsibilities

When **you** take out a **policy** with **us** or make a claim, **you** have certain responsibilities that are set out in this section. These responsibilities also apply to **your authorised driver** and any legal representative who are covered under this **policy**. If **you** do <u>not</u> meet **your** responsibilities, **we** may repudiate this **policy** and/or will <u>not</u> pay claims under the **policy**.

1. Your duty of disclosure

i) <u>Consumer Insurance Contracts</u>

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 <u>not</u> to make a misrepresentation in answering the questions in the proposal form (or when **you** applied for this insurance) e.g. **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.

ii) <u>Non-Consumer Insurance Contracts</u>

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** knew to be relevant to **our** decision in accepting the risks and determining the rates 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.

If ***you*** *misrepresented any fact to* ***us*** *before the* ***policy*** *is entered into, examples of the actions that may be taken by* ***us*** *against* ***you*** *include but are <u>not</u> limited to the following:*
- *declare* ***your policy*** *void from inception (which means treating it as invalid), and* ***we*** *may <u>not</u> return any premium paid to* ***us****;*
- *cancel this* ***policy*** *and return any premium less* ***our*** *cancellation charges or recover any unpaid premium;*
- *recover any shortfall in premium;*
- *<u>not</u> pay any claim that has been or will be made under the* ***policy****; or*
- *be entitled to recover from* ***you*** *the total amount of any claim already paid under the* ***policy*** *or any claim* ***we*** *have to pay under any relevant road traffic legislation, plus any recovery cost.*

2. Co-operate

You must:
- be truthful, honest and frank in any statement that **you** make to **us**
- co-operate fully with **us**, even if **we** have already paid **your** claim which includes:
  - providing **us** with all the information, documents and assistance **we** require to deal with **your** claim
  - immediately notify **us** any communications that **you** receive about any **incident**
  - being interviewed by **us** or **our** representatives
  - attending court to give evidence
- make **your vehicle** available to **us** for inspection at all reasonable times upon request.

3. Securing your vehicle

We will only pay **you** under this **policy** if reasonable care has been taken to avoid any situation that could result in a claim. This **policy** will <u>not</u> cover **you** if **you** or **your authorised driver** is reckless e.g. where **you** or **your authorised driver** recognises a serious risk but deliberately does <u>not</u> take steps to prevent it. This includes but is <u>not</u> limited to:
- leaving **your vehicle** unattended while unlocked
- leaving **your vehicle** unattended with keys left in or on **your vehicle**.

4. **Maintaining your vehicle**
We will only pay **you** under this **policy** if **your vehicle** is maintained in a reasonable efficient and roadworthy condition. **You** shall obtain **our** consent if **you** make any modification that will enhance or in any way affect the performance of **your vehicle**.

5. **Prevent further loss or damage**
If an **incident** happens, everything reasonable must be done to prevent further loss or damage to **your vehicle**.

6. **Repairs**
Any repairs on **your vehicle** must not be started or approved without **our** approval. If **you** do, then **we** may decide not to pay for those repairs.

7. **Report to the police**
You shall report to the police any **road** accident within 24 hours or as required by law.

8. **Others**
We will only be liable to indemnify **you** under this **policy** if **you** 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 cover under this **policy**.

10 Section 7: General Exclusions

The exclusions set out in this section apply to **your policy**. This is in addition to those shown in Section 1, 2, 3 and 4 under subject 'Not covered'.

1. The Incident

We will not provide cover for any incidents that take place outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam unless provided otherwise. In Malaysia, **our** liability under this **policy** is governed by the Road Transport Act 1987 and the terms and conditions of this **policy** only, 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 vehicle** in the Kingdom of Thailand or Kalimantan only if **you** purchase the prescribed extension cover. **You** may refer to the **policy** wording in **Section 4: Extension of cover to the Kingdom of Thailand** or **Kalimantan** in this **policy**.*

2. You and Your Authorised Driver

We will not provide cover if **you** or **your authorised driver** who drives **your vehicle**:

i) whilst under the influence of alcohol or intoxicating liquor, narcotics, dangerous drug or any deleterious drugs or intoxicating substance to such an extent as to be incapable of having proper control of **your vehicle**.

__You__ or __your authorised driver__ shall be deemed as incapable of having proper control of __your vehicle__ 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.

ii) did not hold a valid driving licence to drive **the vehicle**. This does not apply if **you** or **your authorised driver** has an expired licence but is not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.

3. Unauthorised Driver

We will not provide cover for any incident, loss, damage or liability caused, sustained or incurred whilst **your vehicle**, in respect of which indemnity is provided for under this **policy**, is being driven by any person other than an **authorised driver** or person driving under **your** orders or with **your** permission.

4. Vehicle Use

We will not provide cover if **your vehicle** was being used:

i) for any unlawful purposes or any attempt of any unlawful purpose e.g. in violation of the criminal law or a recognised law of the country where **your vehicle** was being used;
ii) to practise for or take part in a motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial, speed test; or
iii) on any racetrack.

We will not provide cover for additional damage if after an **incident** or breakdown, **you** or **your authorised driver**:

- left **your vehicle** unattended or failed to take proper precaution to prevent further loss or damage
- continue to drive **your vehicle** in an unroadworthy condition before any repairs are done.

5. Fraud and Exaggerated Claims

If any of **your** claims are 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 will not be payable to **you**. 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**.

6. War Risk

We will not cover any loss, damage or liability (including any costs of defending any action) connected in any way directly or indirectly with:

i) 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

ii) strike, riots, civil commotion assuming the proportions 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. **You** may refer to the **policy** wording in **Section 4: Strike, riot and civil commotion**.*

7. Nuclear Risk

We will not cover 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:

i) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;

ii) the use, handling or transportation of radioactive material in relation to any **act of terrorism**;

iii) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or

iv) the use, handling or transportation of radioactive material.

8. Convulsions of Nature

We will not cover (unless specifically purchased or covered under this **policy**) any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

*For an additional premium, **your policy** can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature. **You** may refer to the **policy** wording in **Section 4: Inclusion of convulsions of nature** in this **policy**.*

9. Contractual Liability

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

10. Sanction Limitation and Exclusion Clause

We shall not be liable to pay any benefit under this **Policy** to the extent that such cover, payment of such claim or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11. Cyber Loss Limited Exclusion Clause (IUA 09-082)

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
   2.1 the use or operation of any Computer System or Computer Network;
   2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
   2.3 access to, processing, transmission, storage or use of any Data;
   2.4 inability to access, process, transmit, store or use any Data;
   2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
   2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

Section 8: Claims and What We Pay (Basis of Settlement)

1. Making a Claim

Step 1	**Collect the details and make a police report** **You** need to collect these details if they apply to the **incident**: i) for all drivers: • full name and NRIC number; • residential address; and • contact number ii) for all vehicles that are involved: • make and model; • registration number; and • insurance details iii) date, time and location of the **incident** iv) description of the **incident** **You** have to make a police report for all **road** accidents within 24 hours or as required by law and do all that is required to assist the police authorities in their investigation. **You** must <u>not</u> do any of the following: • admit any responsibility for any **incident** • negotiate or settle any claims made against **you**, unless **you** have **our** consent in writing.
Step 2	**Incident assistance and towing (if required)** Call the Mercedes-Benz Insurance Hotline 1 800 22 6247 who are available 24 hours a day, 7 days a week: • for towing assistance if **your vehicle** is unsafe to be driven • **incident** assistance.
Step 3	**Notify your claim** • contact **us** and notify a claim for the **incident** with the above details: • within seven (7) days if **you** are <u>not</u> physically disabled or hospitalised following the **incident** • within thirty (30) days or as soon as practicable if **you** are physically disabled and hospitalised as a result of the **incident** • complete the claim form in full and return it to **us** with the related documents within twenty-one (21) days from the date of **your** notification as above. **We** will <u>not</u> be responsible if there is any delay on **your** part to submit the claim form duly completed together with all the necessary documents • for any claims made by another person against **you**, **you** must immediately notify **us** and send **us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letter from the solicitors without undue delay or within fourteen (14) days from the receipt of the documents.
Step 4	**Assessing your claim (if required)** • send **your vehicle** to an **approved repairer** to assess the damage to **your vehicle** • **you** shall obtain **our** consent in writing before **you** repair **your vehicle** or incur any expenses.
Step 5	**Settling your claim** **We** reserve the option to settle **your** claim through any of the following ways: • repair **your vehicle**; • pay **you** in cash for the damage to **your vehicle**; • pay **your** claim on a **total loss** basis; • reinstate or replace **your vehicle** with one of the same make, model, age and general condition; • pay for any death of, bodily injury or property damage to any third party and legal costs that **you** are legally liable for; and/or • pay for any other benefits and optional cover that **you** have added to **your policy**.
Step 6	**Excess** To settle **your** claim, **you** shall pay any **excesses** that apply.

2. What We Pay For

If **we** agree to pay **your** claim and depending on **your policy** coverage, then **we** will:

- decide whether to repair **your vehicle**, or pay **you** in cash for the damage to **your vehicle**, or pay **you** the **agreed value** or **market value** on a **total loss** basis or theft that applies to **your vehicle**, or reinstate or replace **your vehicle** with one of the same make, model, age and general condition
- pay for any death of, bodily injury or property damage to any third party and legal costs that **you** are legally liable for
- pay for any other benefits that apply to **your policy**
- pay for any optional cover **you** have added to **your policy**
- deduct any amounts that apply to **your policy** e.g. **excess**.

3. Maximum Amount We May Pay

- the **agreed value** or **market value** of **your vehicle** shown in **your schedule**
- for liability to third parties, **we** will pay the following for any one claim, or series of claims arising from one **incident**, in any one **period of insurance**:
  - up to a maximum of RM3 million for loss of or damage to third party's property
  - the amount and legal costs awarded for death or bodily injury
  - legal costs incurred up to a maximum of RM2,000 to defend **you** or **your authorised driver** for any traffic offence provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and these costs have been incurred with **our** written agreement
- for other benefits and optional cover under Section 3 and 4 of this **policy**, the most **we** will pay is up to the maximum **sum insured** or amount that applies under each benefit.

4. How We Settle Your Claim

We reserve the option to settle **your** claim through any of these ways as **we** deem fit and appropriate:

1. Repair your vehicle

We will arrange for an **approved repairer** to repair **your vehicle** and pay the cost necessarily incurred to restore **your vehicle** to its pre-accident condition (or as near its pre-accident condition) as is reasonably possible.

Your vehicle must be taken to an **approved repairer** so that **we** can inspect **your vehicle** before giving approval to proceed with the repairs or take reasonable action to safeguard **your vehicle** from further loss or damage. Failure to take **your vehicle** to an **approved repairer** would be a breach and **we** may repudiate cover under Section 1 of this **policy**.

2. Pay you in cash for the damage to your vehicle

We reserve the option to pay **you** in cash for the cost of repairs to **your vehicle**. **We** will assess the damage to **your vehicle** to determine the cost of repairs and pay **you** in cash.

3. Pay your claim on a total loss basis

We reserve the option to do this when:

- **we** consider the damage to **your vehicle** is so severe that it would not be safe or economical to repair **your vehicle**. **We** will declare **your vehicle** as a **total loss** ('beyond economical repair'); or
- **your vehicle** has been stolen and not recovered.

If **your vehicle** is rightfully owned by someone else e.g. under a hire purchase company, **your** employer or leasing company and the legal owner is named in **your policy**, **we** may pay the claim for **total loss** directly to the named legal owner. The receipt from the hire purchase company, **your** employer or **your** leasing company will fully discharge **us** from any further claims or liability in respect to the loss or damage to **your vehicle**. However, any payment of compassionate allowance under Section 3(3) of the **policy** will be paid directly to **you**.

4. Reinstate or replace your vehicle

We may opt to reinstate or replace **your vehicle** with one of the same make, model, age and general condition. If **we** replace **your vehicle**, this **policy** will be automatically terminated once **we** make payment.

*In cases where the valuation of the franchise-holder varies 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 vehicle of the same make, model and age of **the vehicle** at the time of loss. It is **our** option to offer **you** a replacement of **the vehicle**, should **you** not agree with the offer.*

The clauses below are applicable to Section 8(4)(1,2,3 and 4) when **we** are settling **your** claim:

Agreed value

If **your vehicle** is 'beyond economical repair' or stolen and not recovered, the amount payable under this **policy** will be the **sum insured** as shown in the **schedule**.

Market value

If **your vehicle** is 'beyond economical repair' or stolen and not recovered, the amount payable under this **policy** will be the **market value** of **your vehicle** at the time of the loss or the **sum insured** as shown in the **schedule**, whichever sum is the lesser.

Under-insurance

If the **sum insured** of **your vehicle** is less than the **market value** at the time of loss, **we** will only bear part of the loss in proportion to the difference between the **market value** and the **sum insured** as shown in the formula below:

$$\frac{\textbf{sum insured}}{\textbf{market value}} \ \mathbf{X} \ \text{assessed loss}$$

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

5. **Pay for any death of or bodily injury to any third party and legal costs that you are legally liable for**

We may pay for any claim arising out of the liability which may be incurred by **you** or **your authorised driver** for any death of, or bodily injury to any person caused by or arising out of the use of **your vehicle**.

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 any other person. If in **our** assessment, the third party claim made against **you** or **your authorised driver** for property damage will exceed the limit of liability of RM3 million, **we** will pay the full amount of **our** liability to **you** or the third party and hand over the further conduct of any defence, settlement or proceeding to **you** completely. After doing so, **we** will not be liable under this **policy** to make any more payments to **you** or any claimant or any other person arising from the same **incident**.

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

6. **Pay for other benefits and optional cover**

If **we** agree to pay **you** under any other benefits that are applicable, **we** will choose the method of settlement and can nominate the repairer or supplier.

We may decide to repair or replace the loss or damage or pay **you** the cost that applies to **your** claim. **We** will only pay the cost to repair or replace the loss or damage up to the maximum **sum insured** or amount that applies under each benefit.

5. What Happens to Your Vehicle

1. Recovered vehicles

If **we** settle **your** claim as a stolen vehicle which is later recovered, then **we** will assume the ownership of **your** recovered vehicle.

2. Damaged vehicles

- if **we** settle **your** claim for a damaged item in **your vehicle**, then it becomes **our** property unless **we** let you retain ownership of it
- if **we** settle **your** claim on a **total loss** basis, **we** will assume the ownership of **the vehicle**.

6. Parts Used to Repair Your Vehicle

1. Replacement parts

If the spare parts or **accessories** required to repair **your vehicle** are not available in Malaysia, or if **we** choose to pay for any loss or damage in cash, **we** will settle **your** claim based on the following basis:

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

2. Betterment

If new original parts are used to repair **your vehicle** as a result of which **your vehicle** 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 vehicle (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 vehicle** will be calculated based on how it was originally registered in Malaysia:

as a locally assembled vehicle	date of original registration
as a new imported Completely Built Unit (CBU) vehicle	year of manufacture
as an imported second-hand / used / reconditioned vehicle	year of manufacture

7. Undamaged Areas

We will not authorise repair to the undamaged areas of **your vehicle** to create a uniform appearance e.g. if the **incident** causes damage to the right panel, then **we** will only pay to re-spray the right panel. **We** will not pay the cost to re-spray the rest of **the vehicle**.

Section 9: Other Information You Need to Know

1. Changes You Can Make

You may choose to make a change to **your policy** or decide to cancel it.

1. You change your policy

When a change is made to **your policy**, **you** may be required to pay **us** an additional premium or **we** may refund part of **your** premium. An **endorsement** will be issued to **you** and it shall form part of this **policy**.

2. You change your contact details

If **you** change **your** contact details e.g. mailing address, contact number etc., then **you** must tell **us** immediately in writing to enable **us** to update **our** records and send **you** the **policy documents** to **your** nominated address. **We** will send all **policy documents** to the address in **our** records and the documents will be deemed to have been received by **you**.

3. You may opt to cancel your policy

- **you** may opt to cancel **your policy** when **you** sell **your vehicle** or **you** no longer require **your policy**
- **you** may cancel this **policy** at any time by returning the **Certificate of Insurance (CI)** to **us** or if **you** have lost **your CI**, **you** must provide **us** with a duly certified Statutory Declaration (SD) to confirm this
- after returning the **CI** or SD, **you** will be entitled to a refund of premium if no claim was incurred prior to cancellation. **Your** refund will be the difference between the total premium and **our** customary short-period rates calculated for the time **we** were on risk until the date **we** received the **CI** or SD:

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

- the **policy** will automatically lapse once **you** sell or dispose off **your vehicle** because **your** insurable interest in **the vehicle** will cease. If **you** want to transfer the **policy** to the new buyer, **you** have to get **our** prior consent.

2. Changes We Can Make

1. We cancel your policy

- **we** may also cancel this **policy** by giving **you** fourteen (14) days' notice in writing by registered post to **your** last known address in **our** records
- after returning **CI** or SD, **we** will refund the premium for the unexpired period calculated on a pro-rated basis from the date **we** receive the **CI** or SD from **you** to the expiry date of the **policy**.

For clauses 1(3) and 2(1) under this section as shown above, there will be no refund of premium for any cancellation of **policy** (either by **you** or by **us**) if **you** have paid the **minimum premium** only or if a claim has been made on this **policy**.

3. Important Notice

1. **You** need to read this **policy** carefully, and if any error or incorrect description is found herein, or if the cover is not in accordance with **your** wishes, **you** should inform **us** immediately and return this **policy** to **us** for alteration.

2. If **you** are not satisfied with the course of action taken by **us** or decision made by **us**, **you** may seek recourse through **our** Complaints Management Unit and alternatively, may seek redress or assistance from the **Financial Markets Ombudsman Service (FMOS)** or approach Bank Negara Malaysia's BNMLINK addressed below:

Complaints Management Unit
Liberty General Insurance Berhad
Customer Service Executive,
Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel : +603-2268 3333
or 1 800 88 3313

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

BNMLINK
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link: bnm.gov.my/BNMLINK
Website: www.bnm.gov.my

Section 10: Definitions

We have given special meaning to the following words printed in bold in this **policy**:

Accessories	The standard factory-fitted tools of **the vehicle** including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the **schedule**.
Accidental damage	Damage that is caused unintentionally to **your vehicle**. **We** cover **accidental damage** under Section 1: 'Loss or damage to your own vehicle'.
Act of terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Adjuster	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.
Agreed value	The **agreed value** is the amount **we** agree to insure **your vehicle** for and the amount is shown in the **schedule**.
Approved repairer	This refers to any of the following: a. motor repair workshops which are on **our** panel of approved workshops; (i) **we** will ensure there are adequate number of **our** panel of approved workshops to provide reasonable and convenient access to **you**; (ii) where there are no panel of approved workshops at any nearby locations in the event of an **incident**, **we** may at **our** discretion choose to either: • assist **you** in accessing the nearest workshop on **our** panel and arrange for towing services to such selected workshop at no cost to **you**; or • allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by **us**; (iii) franchise repairers. or b. any other repairer that **we** have given **you** special permission to use. The circumstances under which a special permission may be granted by **us** includes: (i) no **approved repairer** described in (a) above is available at the location of **your vehicle**, and **we** are unable to assist **you** in accessing the nearest workshop on **our** panel or that is registered with JPJ; and (ii) repairs that require special expertise from specific repairers which cannot be provided by an **approved repairer**.
Attempted theft	The damage caused by any person to **your vehicle** while attempting to remove **your vehicle** dishonestly from **your** possession without **your** consent.
Authorised driver	Any person who drives **your vehicle** 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.
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.
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'.

Criminal breach of trust	This follows the meaning as defined under Section 405 of the Penal Code which is as follows: Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits “criminal breach of trust”.
Endorsement	The document that **we** issue to **you** to confirm any changes or extension of the coverage to the basic **policy**.
Excess	The amount that shall be borne by **you** first for each claim. The amount of the **excess** is shown in the **schedule**. **You** have to pay the **excess** irrespective of who is at fault in the **incident**.
Household	All members of **your** or **your authorised driver’s** immediate family e.g. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof and who have the same residential address.
Incident	Any event which could lead to a claim under this **policy**.
Limitation as to use	As shown in the **Certificate of Insurance (CI)**, **your vehicle** can only be used for ‘social, domestic and pleasure purposes and for the policyholder’s business’ as declared by **you**. The **CI** also shows that ‘The **policy** does <u>not</u> 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’.
Market Valuation System	This refers to the motor vehicle **Market Valuation System** approved by **your** insurer to determine the **market value** of **your vehicle** at the time **you** purchased/renewed this **policy** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **sum insured** to avoid the consequences of under-insurance as described in Section 8(4). Alternatively, **you** may choose to determine the **sum insured yourself** but **you** would be subject to under- insurance clause as described in Section 8(4) if **your vehicle** is under-insured.
Market value	The reasonable cost to buy another vehicle of the same make, model, age and general condition similar to **your vehicle** at the time of loss. The **market value** of **your vehicle** at the time of loss would be determined according to the terms of the option that **you** had chosen at the time **you** purchased this **policy**. If **you** had opted for a **Market Valuation System** to determine **your sum insured**, then the **market value** would be based on that valuation system as described in the definition for **Market Valuation System**. However, if **you** had <u>not</u> opted for a **Market Valuation System**, then the **market value** of **your vehicle** in the event of dispute would be determined by the Head Office of **the vehicle** franchise-holder and this value should be equal to the cost of purchasing a replacement vehicle of the same make, model and age of **your vehicle** at the time of loss. If this valuation is <u>not</u> 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**.
Minimum premium	The minimum premium described in the **Schedule**.
Financial Markets Ombudsman Service (FMOS)	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.
Passenger	Any person who is being carried in/on **your vehicle**; who is <u>not</u> the driver of **the vehicle**.
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.

Policy	**Policy** includes: • the **Schedule** • the **Certificate of Insurance (CI)** • all **Endorsements** attached to the **policy** • **Policy** wording • **your** disclosures during application of insurance and/or any subsequent disclosures.
Policy documents	All correspondences and notices related to **your policy** e.g. **schedule**, **CI**, renewal, cancellation and claims notices.
Road	Section 2 of the Road Transport Act 1987 defines '**Road**' as 'any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, round-abouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use'.
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 vehicle** which is insured, the **sum insured** and details of any extensions or **endorsements**.
Sum insured	The maximum sum that **we** will pay **you** for a claim under Section 1 and 3 of this **policy**. This amount is as shown in the **schedule**. The **sum insured** must be sufficient to cover the cost to replace **your vehicle** in the event it is completely destroyed in an **incident** or if **your vehicle** is stolen and not recovered.
Total loss	When **we** decide that **your vehicle** is 'beyond economical repair' or when **your vehicle** has been stolen and not recovered and **we** decide to pay **you** the **agreed value** or **market value** that applies to **your policy** or replace **your vehicle** with one of the same make, model, age and general condition.
We/our/us	Liberty General Insurance Berhad
Workmanship	The skill and knowledge with which the damage was repaired and reflects the quality and reliability of the repair. The cost of parts is excluded.
You/your/yourself	The policyholder or person described in the **schedule** as 'The Insured'.
Your vehicle / The vehicle / Car	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**.