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SmartAuto Meze

Enhanced Private Car

IMPORTANT NOTICE

This is your **SmartAuto Meze** Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or Generali Insurance Malaysia Berhad. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

To help preserve the environment, Generali will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: customer.service.gi@generali.com.my

2. If you are still not satisfied with the way any issue has been handled you can:
   (a) Refer matters concerning claims to:
   Financial Markets Ombudsman Service (Formerly known as Ombudsman for Financial Services) Company No: 200401025885 - Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur Tel: +603 2272 2811 Website: www.fmos.org.my
   (a) Submit your complaints/feedback at **BNMLINK** 4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.
   Tel: 1-300-88-5465 (Overseas: +603 2174 1717) BNMLINK Webpage: bnm.gov.my/BNMLINK

If you require a copy of this policy in Bahasa Malaysia, please contact us and we will be happy to send you one. You can also log on to our website to download a copy.

EXPLANATORY NOTES

How to read this document
Please note that your Private Car Policy only starts from page 6 onwards. To help you read and understand your policy better we provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.

Words in bold
*You will notice that some words in the policy are printed in **bold** letters. This is because they have been given specific meaning in your Private Car Policy. Please refer to Section F on page 13 to 15 for the meaning of these words.*

What makes up your insurance contract?
Your insurance contract with us is made up of the following:
- *insurance policy in page 6 to 27 (excluding the italic texts);*
- *the information you provided us when you applied for this insurance;*
- *the Schedule;*
- *the Endorsements attached to the policy; and*
- *the Certificate of Insurance (CI).*

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

Duty of Disclosure

A. Consumer Insurance Contract

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

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us, any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed, failing which similar consequences may apply.

B. Non-Consumer Insurance Contract

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

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us, any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed, failing which similar consequences may apply.

If you misrepresented any facts to us before the policy is entered into, examples of the actions that may be taken by us against you include (but not limited to) the following:

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

We reserve the right to amend the terms and conditions of this policy by giving you twenty-one (21) days' prior notification. We will determine the mode of communication as we deem appropriate.

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

Page	***Basic Cover:***	***Comprehensive***	***Third Party, Fire and Theft***	***Third Party Only***
6 to 8	*Section A: Loss or Damage to Your Own Car*			
6	*1. a. Events We Cover*			
	(i) accidental collision or overturning	*Y*	*N*	*N*
	(ii) collision or overturning caused by mechanical breakdown	*Y*	*N*	*N*
	(iii) collision or overturning caused by wear and tear	*Y*	*N*	*N*
	(iv) impact damage caused by falling objects subject to certain exclusions	*Y*	*N*	*N*
	(v) fire, explosion or lightning	*Y*	*Y*	*N*
	(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	*Y*	*N*	*N*
	(vii) burglary, housebreaking or theft	*Y*	*Y*	*N*
	(viii) malicious act	*Y*	*N*	*N*
	(ix) while in transit (limited cover)	*Y*	*N*	*N*
6 to 7	*1. b. Events We Do Not Cover*	*Y*	*Y*	*N*
7 to 8	*2. Basis of Settlement (how we will settle your claim)*	*Y*	*Y*	*N*
8	*3. Towing Costs (to an Approved Repairer or safe place)*	*Y*	*Y*	*N*
8 to 9	*Section B: Liability to Third Parties*			
8	*1. a. What is Covered (by this section)*	*Y*	*Y*	*Y*
8 to 9	*1. b. What is Not Covered (by this section)*	*Y*	*Y*	*Y*
8	*2. Limits of Our Liability (the maximum that we pay)*	*Y*	*Y*	*Y*
9	*3. Cover for Legal Personal Representatives (if you are dead)*	*Y*	*Y*	*Y*
9	*4. Maximum Legal Costs (if approved)*	*Y*	*Y*	*Y*
9	*5. Rights of Recovery*	*Y*	*Y*	*Y*
9 to 10	*Section C: No Claim Discount*	*Y*	*Y*	*Y*
10 to 11	*Section D: General Exceptions (what is not covered by the policy)*	*Y*	*Y*	*Y*
11 to 13	*Section E: Conditions (terms that you must comply with)*	*Y*	*Y*	*Y*
13 to 15	*Section F: Definitions (explains the words in bold)*	*Y*	*Y*	*Y*
15 to 25	*Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)*	*Optional*	*Optional*	*Optional*
26 to 28	*Section H: Additional benefits*	*Y*	*N*	*N*

Key: Y = applicable N = not applicable

What this policy does not cover?
These are referred to as 'Exceptions' in your policy and there are three sections where you can find them:
- *Section A1b – see 'Events We Do Not Cover' (page 6 and 7): applicable to Comprehensive policy only.*
- *Section B1b – see 'What is Not Covered' (page 8 and 9): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.*
- *Section D – see 'General Exceptions' (pages 10 to 11): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.*

There are generally three (3) reasons why we put these exceptions in your basic Private Car Policy:

1. *Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Policy but which can be covered if you pay additional premium are:*
   - *flood, storm {see Section A1b – 'Events We Do Not Cover' (page 6)};*
   - *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 11)}; and*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 10)}.*

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

3. *We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' (pages 10 to 11) such as:*
   - *war, nuclear fission or fusion;*
   - *risks that are against public policy or against the law; and*
   - *drunk driving.*

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

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

However, we will <u>not cover</u> you, for example, if you use your car in the following manner:
- *as a private taxi by charging fares to carry passengers;*
- *as a hire car by charging rental to use your car;*
- *to carry any goods in connection with any trade or business other than samples. You must buy a Commercial Vehicle Policy to cover for this use;*
- *for motor trade (use for showroom display and for test-drive);*
- *to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and*
- *use on any racetrack.*

Who can drive your car?
- *Practically anyone can drive your car as long as the driver:*
  - *has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {(see exclusion on Unlicenced Drivers in Section D – 'General Exception 1' (page 10)};*
  - *has your permission to drive (see definition of Authorised Driver in page 13); and*
  - *complies with all the terms and conditions of this policy.*

- *Although anyone complying with the above conditions can drive your car, you may have to pay an additional excess depending on the age of the driver, the type of licence the driver possesses or if the driver is not a named driver (see explanation on excess in page 5). If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.*

In which territory is your car covered?
This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Policy, you will need to purchase Endorsement 100 (see page 18), which provides a limited cover for your liability for death or bodily injury of passengers.

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

How much should you insure your car for under a Comprehensive or Third Party, Fire and Theft Policy?
To be safe, you should insure your car at its current market value (see definition in page 14). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your car is under-insured (see Section A2e – 'Under-Insurance' in page 8).

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

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

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

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

What is No Claim Discount ("NCD")?
This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.

The applicable NCD can be checked with us or the Central NCD Database ("CND") at https://www.mycarinfo.com.my/ncdcheck/online before the purchase of your Private Car Policy.

What is an Excess?
This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your policy. Note that there is also the Compulsory Excess (see page 8) where you have to bear an additional excess of RM400 if you or the person driving your car:
- *is under 21 years old;*
- *holds a Provisional (P) or Learner (L) driver's licence; or*
- *is not named in the Schedule as a named driver.*

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

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

- ***Do:***
  - *Call Generali's Roadside Assistance 24 Hours Helpline Number at*

    1-800-22-2622

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

- ***Don't:***
  - *negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 12); and*
  - *authorise repair without our consent (see Condition 2f in page 12).*

Condition 2 of your policy (see page 12) spells out the do's and the don'ts after an accident or theft in more detail.

PRIVATE CAR POLICY

Our agreement with You

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

Consumer Insurance Contract

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

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

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

Non-Consumer Insurance Contract

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

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

1. Section A: Loss or Damage to Your Own Car

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

1a: Events We Cover

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

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

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

(vii) burglary, housebreaking or theft;
(viii) malicious act; or
(ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:

a. **Road**;
b. rail;
c. inland waterway i.e. across a river or canal etc.; or
d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

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

1b: Events We Do Not Cover

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

We will not pay for the following losses:

(i) Consequential Losses

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

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

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

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

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

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

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

1b: Events We Do Not Cover

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

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

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

2: Basis of Settlement

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

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

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

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

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

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

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

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

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

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

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

f. *Betterment*

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

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

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

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

g. *Compulsory Excess* *(please see page 5 for explanation)*

In addition to the **Excess** shown in the **Schedule**, **We** have the right to deduct another RM400 as Compulsory **Excess** if at the time of the **Incident**, **You** or the person driving **Your Car** with **Your** consent:

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

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

3: Towing Costs

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

Section B: Liability to Third Parties

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

1a: What is Covered?

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

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

(ii) damage to property except those specifically excluded under this **Policy**

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

2: Limits of Our Liability

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

(i) unlimited amount for death or bodily injury to third party; and / or

(ii) up to a maximum of RM3 million for third party property damage.

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

1b: What is Not Covered?

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

(i) death or bodily injury to any passenger being carried for hire or reward;

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

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

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

3: Cover for Legal Personal Representatives

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

4: Legal Costs

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

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

5: Rights of Recovery

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

1b: What is Not Covered?

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

(iv) liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;

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

> ***Liability to passengers other than:***
> *a) passengers carried for hire or reward;*
> *b) employees in the course of employment; or*
> *c) **Your** or **Your Authorised Driver's Household** member unless he / she is required to be carried in **Your Car** by reason of or in pursuance to a contract of employment;*
>
> *may be insured separately for additional premium under **Endorsement 100**. If **You** have insured such liability, **You** will need to refer to the full text of **Endorsement 100: Legal Liability to Passengers** as to what this **Endorsement** covers or excludes and the applicable conditions.*

(v) liability caused by a passenger travelling in or alighting from **Your Car**;

> ***Liability for accidents caused by Your passengers** may be insured separately for additional premium under **Endorsement 72**. **You** will need to refer to the full text of **Endorsement 72: Legal Liability of Passengers for Negligent Acts** as to what this **Endorsement** covers or excludes and the applicable conditions.*

(vi) any claims brought against **You** by any driver of **Your Car**, whether authorised or not;

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

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

Section C: No Claim Discount

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

1. No Claim Discount (NCD)

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

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

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

3. ***Exception to this Rule***
Your NCD will not be affected even if a claim is made if:
   - **We** are of the opinion that **You** are not at fault for causing the loss;
   - the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
   - the offending vehicle is insured by a Malaysian licenced insurer; and
   - there is no death or personal injury claim involved.

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

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

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

*This section lists down circumstances under which this **Policy** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Sections A1b (see pages 6 and 7) and B1b (see pages 8 and 9).*

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

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

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

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

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

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

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

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

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

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

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

8. War Risk

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

a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or

b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

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

9. Nuclear Risk

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

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

b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;

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

d. the use, handling or transportation of radioactive material.

10. Convulsions of Nature

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

> *For an additional premium,* ***Your Policy*** *can be extended in full or up to a prescribed limit to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (****Endorsement 57 or under Limited Cover for Special Perils****).*

11. Contractual Liability

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

12. Unauthorised Driver

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

Section E: Conditions - These apply to the whole Policy

> *This section spells out the terms and conditions that* ***You*** *must observe to ensure this insurance remains effective. Basically these conditions are of three types:*
> - *What **You must** do*
> - *What **You must not** do*
> - *What **We can** do*

Conditions Precedent to Policy Liability

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

1. Duty of Disclosure

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

A. Consumer Insurance Contract

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

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

B. Non-Consumer Insurance Contract

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

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

2. ***Accidents and Claims Procedures***

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

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

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

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

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

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

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

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

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

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

You must not do any of the following:
• Admit any responsibility for any **Incident**; or
• Negotiate or settle any claims made against **You** by a third party, unless **We** write and inform **You** that **You** can.

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

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

3. ***Cancellation***

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

a. Cancellation by **You**:

- **You** can cancel this **Policy** at any time by returning the **Certificate of Insurance (CI)** to **Us** or, if the **CI** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the **CI** or SD **You** will be entitled to a refund of premium in full or pro-rated (as the case may be) in accordance with the table hereof if no claim that affects **Your** NCD had incurred prior to cancellation.
- **If the cancellation requested by You is made within the first twelve (12) months of Your Policy, 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

- If the cancellation requested by **You** is made after **Your Car** has been insured continuously with **Us** (including renewals) for a period of not less than twelve (12) months under this **Policy**, **You** will be entitled to a refund premium for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CI** or **SD** from **You** to the expiry date of the **Policy**.
- The **Policy** will automatically lapse once **You** sell or dispose off **Your Car** because **Your** insurable interest in the **Car** will cease. If **You** wish to transfer the **Policy** to the new buyer, **You** have to obtain **Our** prior consent.

b. Cancellation by **Us**:

- **We** may cancel this **Policy** by giving **You** fourteen (14) days' notice in writing by registered post to **Your** last address known to **Us** without assigning any reason thereof.
- After returning the **CI** or SD **You** will be entitled to a refund of premium for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CI** or SD from **You** up to the expiry date of the **Policy** if no claim that affects **Your** NCD had incurred prior to cancellation.

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.

c. If any of the following **Endorsements** have been added to **Your Policy**:

- **Endorsement 89 (Cover for Windscreens, Windows and Sunroof);** and/or
- **Endorsement 97 (Separate Cover for Radio/Compact Disc (CD)/Multimedia System fixed to Your Car);** and/or
- **Endorsement 97(a) (Gas Conversion Kit and Tank);**

In the event of cancellation of **Policy** by **You** or by **Us**, in calculating the refund premium **We** shall not include the additional premium paid to add in or reinstate the respective **Endorsements** if a claim is made under any or all of the abovementioned **Endorsements**.

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

a. **You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Ca**r during the **Period of Insurance**.

b. If a claim arises under this **Policy** and such a loss is also claimable under the other insurance **Policy**(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.

5. Subrogation

We are entitled to take over all rights and remedies that **You** may have against any third party who caused the loss. **We** shall have the absolute discretion in the conduct of any proceedings, at **Our** own costs, against the third party and in the settlement of any such claim and **You** shall give **Us** such information and assistance as **We** may require from time to time including assigning all rights to take action in **Your** name. **You** must however give **Us Your** full cooperation to protect these rights and provide all assistance and take such steps as **We** require.

6. Dispute Resolution

If there are differences or disputes on any matters relating to this **Policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Asian International Arbitration Center (AIAC) shall appoint an Umpire.

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

7. Other Matters

We will only be liable to indemnify **You** under this **Policy** if **You**:

a. Comply with all the terms and conditions of this **Policy**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek protection under this **Policy**;

b. Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;

c. Take reasonable care to avoid any situation that could result in a claim. This **Policy** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and

d. Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

8. Prevalent Policy Wording

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

9. Service Tax

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

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

10. Data Privacy Notice

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

Section F: Definitions of words highlighted in the Policy

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

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

1. Accessories

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

2. Act of Terrorism

This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

3. Adjuster

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

4. **Authorised Driver**
   This refers to any person who drives **Your Car** with **Your** consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.

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

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

7. **Cheating**
   This follows the meaning as defined under Section 415 of the Penal Code which is as follows:
   Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

   a. fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or

   b. intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property,

   is said to "cheat".

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

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

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

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

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

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

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

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

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

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

18. **Financial Markets Ombudsman Service** (formerly known as Ombudsman for Financial Services)
    This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Policy** as an alternative to the courts.

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

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

21. Approved Repairer

This refers to any of the following:

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

or

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

22. Road
Section 2 of the **Road** Transport Act 1987 defines "**Road**" as "any public **Road** and any other **Road** to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, round-abouts, traffic islands, **Road** dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use".

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

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

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

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

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

*The following is a list of additional terms and conditions (known as **Endorsements**) that **We** may impose on **You** or optional covers available that **You** may want to add to **Your** basic **Policy** by paying additional premium. Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Policy**.*

Endorsement 1: Excess All Claims *(please see page 5 for explanation and page 14 for definition)*

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

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

Endorsement 2: Excess Damage Claim *(please see page 5 for explanation and page 14 for definition)*

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

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

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

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

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

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

Endorsement 14: Transfer of Interest

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

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

Endorsement 15: Hire Purchase

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

Endorsement 15(a): Employer's Loan

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

Save and except the above terms, **Our / Your r**ights and liabilities under this **Policy** are not affected.

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

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

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

Endorsement 22: Caravan / Luggage / Boat Trailers

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

This endorsement does not cover:

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

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

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

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

Endorsement 24(d): Reliability Trials, Competitions etc. (Third Party Cover Only)

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

Endorsement 25: Strike, Riot and Civil Commotion

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

a. the wilfull act of any striker or locked out worker to further a strike or to resist a lock out;

b. the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lockout or not); and

c. the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

This endorsement does not cover:

a. civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);

b. revolution, rebellion or civil disturbance amounting to a popular uprising; and

c. **Act of Terrorism**.

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

Endorsement 57: Inclusion of Special Perils

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

Endorsement 72: Legal Liability of Passengers for Negligent Acts

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

a. is not driving **Your Car**;

b. is not entitled to indemnity under any other policy of insurance which cover legal liability as provided under this endorsement; and

c. complies with all the terms and conditions of this **Policy** as though he was **You**.

This endorsement does not cover:

a. death or bodily injury to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;

b. damage to any property that belongs to or is held in trust or in the custody or control of **You** or the passenger or which is being carried in **Your Car**; and / or

c. death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

Endorsement 87: Agreed Value Clause

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

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

Endorsement 89: Cover for Windscreens, Windows and Sunroof

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

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

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

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

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

Endorsement 95: Leasing Agreement

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

Endorsement 97: Separate Cover for Radio/Compact Disc (CD)/Multimedia System fixed to Your Car (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover the **Radio/Compact Disc (CD)/Multimedia System** fixed to **Your Car** as specified in the **Schedule**. The maximum amount that We will pay under this endorsement is the amount mentioned in the said **Schedule** under the heading **'Endorsement 97'**.

If **Your** claim is for the **Radio/Compact Disc (CD)/Multimedia System** only and no other damages, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

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

Endorsement 97(a): Gas Conversion Kit and Tank

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

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

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

Endorsement 97(b): Separate Cover for Rooftop/Canopy fixed to Your Car (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover the **Rooftop/Canopy** fixed to **Your Car** as specified in the **Schedule**. The maximum amount that **We** will pay under this endorsement is the amount mentioned in the said **Schedule** under the heading '**Endorsement 97(b)**'.

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

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

Endorsement 100: Legal Liability to Passengers

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

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

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

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

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

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

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

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

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

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

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

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

Endorsement 101: Extension of Cover to the Kingdom of Thailand

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

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

Endorsement 102: Extension of Cover to West Kalimantan

In consideration of the payment of additional premium by **You** to **Us**, the geographical area of this **Policy** is extended to include West Kalimantan with effect from_______a.m. / p.m. on *[state date]* to midnight (Malaysian Standard Time) on *[state date]* subject to the limit of liability of RM50,000 under Section B1a(i) and B1b(ii).

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

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

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

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

TPPD limits of Liability

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

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

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

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

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

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

The cover provided under this endorsement is terminated automatically when:

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

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

Endorsement 112: Compensation for Assessed Repair Time (CART)

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

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

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

We will not pay:

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

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

Endorsement 113: Reference to Motor Vehicle Market Valuation System

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

When a claim is made, the **Market Value** of **Your Car** would be determined by the Insurance Services Malaysia Berhad (ISM) and this value would be accepted as the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the Insurance Services Malaysia Berhad (ISM) for **Your Car**, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**.

The valuation done by the Insurance Services Malaysia Berhad (ISM) or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

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

Waiver of Betterment (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement **We** agree that **You** would not be liable to contribute any amount towards **Your Car's** betterment if new original parts are used to repair **Your Car** and as a result of which **Your Car** is in a better condition than it was before the damage, on condition that:

- the age of **Your Car** must not be less than 5 years and not more than 15 years (for the purpose of determining the age of **Your Car**, please refer to Section A (2)(f) of this **Policy**)

In the event **You** subscribe this endorsement and upon payment of additional premium, this endorsement shall be applicable throughout the **Period of Insurance**.

e-Hailing Add-On Cover (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 **CI** and explained under **Section F: Definitions of words highlighted in the Policy** is amended to include use of **Your Car** for the carriage of passengers for hire and reward under an **e-Hailing Service** license for the period **Your Car** is driven by that **Authorised e-Hailing Driver** who is assigned to this vehicle, in the following manner:

CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES:

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

Any restrictions to cover with regards to 'private hire' as mentioned in this **Policy** is therefore cancelled when this endorsement is in force.

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

I) EVENTS WE COVER UNDER THIS ENDORSEMENT:

Every coverage already taken under this **Policy** will apply during the time **Your Car** is **On Call** while providing a legitimate **e-Hailing Service(s)** during the **Period of Insurance**. In addition, the insurance covers required by **APAD** and/or **CVLB** are specially provided by this endorsement for the duration that **Your Car** is **On Call** or while being driven for private usage. The extent of these coverages are fully explained under Section III 'Additional Extended Cover' below:

(i) Loss or Damage to **Your** Own **Car** (as expressed under Section A of the **Policy**)

(ii) Liability to Third Parties (as expressed under Section B of the **Policy**)

(iii) Legal Liability to Passengers or **Fare Paying Passengers**

(iv) Personal Accident cover of up to RM10,000 due to bodily **Injury** or **Accidental Death** of **You**, **Your Named Driver** or **Authorised e-Hailing Driver** in the course of driving **Your Car**

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

II) ADDITIONAL DEFINITION OF TERMS (in addition to the definitions stated under Section F of the Policy):

Accident – a sudden unforeseen and fortuitous event.

Accidental Death – means death by reason of **Accident**.

APAD – refers to Land Public Transport Agency or Agensi Pengangkutan Awam Darat, a licensing authority for public service vehicles.

Authorised e-Hailing Driver – any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an e-Hailing service provider for the purpose of performing **e-Hailing services** using this **Car** and with the Policyholder's permission to do so.

CVLB – refers to Commercial Vehicle Licensing Board, a licensing authority in East Malaysia for public service vehicles.

e-Hailing App – refers to the electronic mobile application provided by an intermediation business.

e-Hailing Services – the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an **e-Hailing App**. The description '"**e-Hailing Services**" and "**Private Hire**" are synonymous and applies in context.

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

Injury – means bodily injury caused solely and directly by an **Accident**, independent of any other cause.

Medical Expenses – means expenses necessarily and reasonably incurred for medical treatment of bodily **Injury** caused by an **Accident** whereby reimbursement shall be made up to the limit stipulated in the Schedule of Benefits.

On Call – the period between the point the **Authorised e-Hailing Driver** logs on to the **e-Hailing App,** until:

(i) the last **Fare-Paying Passenger** of the last trip has fully disembarked or alighted from the e-Hailing **Car**, or
(ii) when the last trip on the **e-Hailing App** has ended or has been cancelled through the **e-Hailing App,** or
(iii) when the 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**.

III) ADDITIONAL EXTENDED COVER:

(i) Loss or Damage to Your Own Car

Coverage for Loss or Damage to **Your** Own **Car** will follow the terms and conditions provided under Section (A) Loss or Damage to Your Own Car, under the main **Policy** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when **Your Car** is **On Call**.

(ii) Liability to Third Parties

Coverage for Liability to Third Parties will follow the terms and conditions provided under Section (B) Liability to Third Parties, under the main **Policy** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when **Your Car** is **On Call**.

(iii) Legal Liability to Passengers and/or Fare-Paying Passengers

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

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

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

It is hereby understood and agreed that **We** will pay the following compensation for bodily **Injury** sustained by **You** or **Your Named Driver** or **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 and (2) where the bodily **Injury** results in **You** or **Your Named Driver** or **Your Authorised Driver** or **Authorised e-Hailing Driver** requiring medical treatment or **Accidental Death** or the following payable **Injury** within twelve (12) calendar months from the occurrence of the **Incident**:

Schedule of Benefits	
Benefits Per Person	**Limit (RM)**
Accidental Death	10,000
Permanent Total Disablement	10,000
Loss of both hands of both feet	10,000
Loss of sight of both eyes	10,000
Loss of one eye and one hand or one foot	10,000
Loss of one hand or one foot	5,000
Loss of sight of one eye	5,000
Medical Expenses	500

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. The total liability of the Company shall not in the aggregate exceed the sum of RM10,000 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 whilst such person is under the influence of intoxicating liquor or drugs.
c) No compensation shall be payable in respect of any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by **Accident**, except bacterial infection that is the direct result of an accidental cut or wound.
d) No compensation shall be payable in respect of any venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.

e) No compensation shall be payable in respect of any pregnancy or childbirth.
f) Loss or damage caused by or attributed to the act of cheating set out in the Penal Code.
g) No compensation shall be payable if **Your Named Driver** or **Authorised e-Hailing Driver** is not authorised by **You** and/or 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 Passengers or Fare-Paying Passengers for Negligent Acts
We agree that the insurance provided under Section B of this **Policy** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride in **Your Car** on condition that the passenger:

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

This endorsement does not cover:

a. death or bodily **Injury** to any person who is employed by **You, Your Named Driver, Your Authorised Driver** or **Authorised e-Hailing Driver** 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, Your Named Driver, Your Authorised Driver** or **Authorised e-Hailing Driver** or the passenger of which is being carried in **Your Car;** and/or
c. death or bodily **Injury** to the driver or any passenger travelling in **Your Car** at the same time.

IV) PREMIUM REFUND:

No refund shall be allowed for the cancellation of this endorsement.

V) ADDITIONAL CONDITIONS (in addition to the conditions stated under Section E of the Policy):

You or **Your Named Driver** or **Your Authorised Driver** or **Authorised e-Hailing Driver,** when applicable shall provide the necessary information, cooperation, and/or assistance in **Our** investigation of any claim if so required by **Us**.

VI) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS:

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

e-Hailing Add-On Cover Daily (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 **CI** and explained under **Section F: Definitions of words highlighted in the Policy** is amended to include use of **Your Car** for the carriage of passengers for hire and reward under an **e-Hailing Service** license for the period **Your Car** is driven by that **Authorised e-Hailing Driver** who is assigned to this vehicle, in the following manner:

CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES:

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

Any restrictions to cover with regards to 'private hire' as mentioned in this **Policy** is therefore cancelled when this endorsement is in force.

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

The cover of this endorsement is applicable while **Your Car** is **On Call** for the e-Hailing service provider that **You** have confirmed via **Your** e-**Hailing App**. A separate cover is required for each e-Hailing service provider confirmed via **e-Hailing App**.

I) EVENTS WE COVER UNDER THIS ENDORSEMENT:

Every coverage already taken under this **Policy** will apply during the time **Your Car** is **On Call** while providing a legitimate **e-Hailing Service(s)** during the **Period of Insurance**. In addition, the insurance covers required by **APAD** and/or **CVLB** are specially provided by this endorsement for the duration that **Your Car** is **On Call**. The extent of these coverages are fully explained under Section III 'Additional Extended Cover' below:

(i) Loss or Damage to **Your** Own **Car** (as expressed under Section A of the **Policy**)
(ii) Liability to Third Parties (as expressed under Section B of the **Policy**)
(iii) Legal Liability to **Fare Paying Passengers**
(iv) Personal Accident cover of up to RM10,000 due to bodily **Injury** or **Accidental Death** of the **Authorised e-Hailing Driver** in the course of driving **Your Car**
(v) Legal Liability of **Fare Paying Passengers** for Negligent Acts

II) ADDITIONAL DEFINITION OF TERMS (in addition to the definitions stated under Section F of the Policy):

Accident – a sudden unforeseen and fortuitous event.

Accidental Death – means death by reason of **Accident**.

APAD – refers to Land Public Transport Agency or Agensi Pengangkutan Awam Darat, a licensing authority for public service vehicles.

Authorised e-Hailing Driver – any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an e-Hailing service provider for the purpose of performing **e-Hailing services** using this **Car** and with the Policyholder's permission to do so.

CVLB – refers to Commercial Vehicle Licensing Board, a licensing authority in East Malaysia for public service vehicles.

e-Hailing App – refers to the electronic mobile application provided by an intermediation business.

e-Hailing Services – the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an **e-Hailing App**. The description '"**e-Hailing Services**" and "**Private Hire**" are synonymous and applies in context.

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

Injury – means bodily injury caused solely and directly by an **Accident**, independent of any other cause.

Medical Expenses – means expenses necessarily and reasonably incurred for medical treatment of bodily **Injury** caused by an **Accident** whereby reimbursement shall be made up to the limit stipulated in the Schedule of Benefits.

On Call – the period between the point the **Authorised e-Hailing Driver** logs on to the **e-Hailing App,** until:

(i) the last **Fare-Paying Passenger** of the last trip has fully disembarked or alighted from the e-Hailing **Car**, or
(ii) when the last trip on the **e-Hailing App** has ended or has been cancelled through the **e-Hailing App,** or
(iii) when the 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**.

III) ADDITIONAL EXTENDED COVER:

(i) Loss or Damage to Your Own Car

Coverage for Loss or Damage to **Your** Own **Car** will follow the terms and conditions provided under Section (A) Loss or Damage to Your Own Car, under the main **Policy** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when **Your Car** is **On Call**.

(ii) Liability to Third Parties

Coverage for Liability to Third Parties will follow the terms and conditions provided under Section (B) Liability to Third Parties, under the main **Policy** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when **Your Car** is **On Call**.

(iii) Legal Liability to Fare-Paying Passengers

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

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

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

It is hereby understood and agreed that **We** will pay the following compensation for bodily **Injury** sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that (1) the bodily **Injury** is solely and independently caused by violent accidental external and visible means and (2) where the bodily **Injury** results in the following payable **Injury** within twelve (12) calendar months from the occurrence of the **Incident**:

Schedule of Benefits	
Benefits Per Person	**Limit (RM)**
Accidental Death	10,000
Permanent Total Disablement	10,000
Loss of both hands of both feet	10,000
Loss of sight of both eyes	10,000
Loss of one eye and one hand or one foot	10,000
Loss of one hand or one foot	5,000
Loss of sight of one eye	5,000
Medical Expenses	500

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. The total liability of the Company shall not in the aggregate exceed the sum of RM10,000 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 whilst such person is under the influence of intoxicating liquor or drugs.
c. No compensation shall be payable in respect of any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by **Accident**, except bacterial infection that is the direct result of an accidental cut or wound.
d. No compensation shall be payable in respect of any venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.

e. No compensation shall be payable in respect of any pregnancy or childbirth.
f. Loss or damage caused by or attributed to the act of cheating set out in the Penal Code.
g. No compensation shall be payable if the **Authorised e-Hailing Driver** is not authorised by **You** and/or 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 B of this **Policy** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride in **Your Car** on condition that the passenger:

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

This endorsement does not cover:

a. death or bodily **Injury** to any person who is employed by **You, Your Authorised e-Hailing Driver** 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, Your Authorised e-Hailing Driver** or the passenger of which is being carried in **Your Car;** and/or
c. death or bodily **Injury** to the driver or any passenger travelling in **Your Car** at the same time.

IV) PREMIUM:

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the **Policy** provides 24 hours insurance coverage when **Your Car** is **On Call** up to the expiry of the 24 hours insurance period or the **Period of Insurance** stated in the **Policy Schedule**, whichever comes first unless **Your Policy** is renewed.

No refund shall be allowed for the cancellation of this endorsement.

V) ADDITIONAL CONDITIONS (in addition to the conditions stated under Section E of the Policy):

You or **Your Authorised e-Hailing Driver,** when applicable shall provide the necessary information, cooperation, and/or assistance in **Our** investigation of any claim if so required by **Us**.

VI) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS:

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

Car Replacement Allowance Plus (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay **You** an allowance of RM150 per day up to a maximum of seventeen (17) days for the repair period recommended by **Our Adjuster** in the event of any claim is made under this **Policy**, subject to the following conditions:

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

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

Sanction Limitation & Exclusion Clause (Non-Tariff)

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

Section H – Additional Benefits (applicable only to comprehensive private car)

The benefits listed in this section shall form part of the basic coverage under this **Policy**. However, **Your** NCD entitlement will not be affected if a claim is made under any of the in this Section,

Additional Definition of Terms Highlighted under Section H (in addition to the definitions stated under Section F)

1. "**Accident**" means a sudden unforeseen and fortuitous event.
2. "**Loss of Limb**" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
3. "**Loss of Sight**" means total and irrecoverable loss of eyesight rendering the insured absolutely blind, beyond remedy by surgical or other
4. "**Loss of Use**" means permanent and irrecoverable functional disablement of a body member.
5. "**Permanent**" means a continuous period of twelve (12) months from the date of the **Accident**.
6. "**Permanent Partial Disablement**" means a **Permanent** disablement listed under Item 3 of the Schedule of Benefits below which must substantially prevent **You** from engaging in gainful employment of any and every kind, and for which there is no hope of recovery.
7. "**Permanent Total Disablement**" means a **Permanent** disablement which must completely prevent **You** from engaging in gainful employment of any and every kind, and for which there is no hope of recovery.

Driver & Passenger Personal Accident Benefit (Non-Tariff)

If, during the **Period of Insurance**, **You** or the **Authorised Driver** and/or passengers whom with **Your** permission is driving or riding as a passenger boarding or alighting from **Your Car** suffer death, **Permanent Partial Disablement** or **Permanent Total Disablement** as a direct result of an **Accident** while in **Your Car**, **We** will pay **You** or the **Authorised Driver** and/or passengers up to the amount stated in the Schedule of Benefits described below:

Schedule of Benefits	Sum Insured Per Person (RM)
1. **Death**	20,000
2. **Permanent Total Disablement**	
• Loss or Loss of Use of both hands or both feet	20,000
• Loss of sight of both eyes	20,000
• Loss or Loss of Use of Sight of one eye and one hand or foot	20,000
• Total Paralysis (from the neck down)	20,000
• Permanent Quadriplegia (total Loss of Use of 4 limbs)	20,000
3. **Permanent Partial Disablement**	
• Loss of one hand **or** one foot	10,000
• Loss of sight of one eye	10,000

The maximum amount of all benefits payable under this benefit for one or more injuries sustained during the **Period of Insurance** shall not exceed the limit under Item 1 as stated in the **Schedule of Benefits** and the maximum liability for any one occurrence shall not exceed RM100,000.

Provided always that:

a. **You** or the **Authorised Driver** is seventeen (17) years and above up to seventy five (75) years of age;
b. passengers covered under this benefit shall be between thirty (30) days old up to seventy (75) years of age;
c. **Our** maximum limit of liability at any one (1) period of insurance shall not exceed RM100,000. If the number of persons (including the driver) in **Your Car** at the time of the **Accident** exceeds five (5) persons, **Our** limit of liability per person will be reduced by the ratio of passengers declared to the actual number of passengers at the time of the **Accident**;
d. passengers who are under the age of twelve (12) are entitled to fifty percent (50%) of the Personal Accident benefits.

No benefit will be payable:

a. for death unless the death occurs within twelve (12) months of the date of the **Accident;**
b. for **Permanent Total Disablement** or **Permanent Partial Disablement** unless proof acceptable to **Us** is given to **Us** to show that the disablement is a **Permanent** disablement and in all probability will continue for the remainder of **Your** life

24 Hour Emergency Towing (Non-Tariff)

In the event of damage or breakdown of **Your Car**, **Our** service provider will assist to tow **Your Car** to the nearest **Approved Repairer** or to an **Approved Repairer** near **Your** place of residence or to **Your** place of residence within Malaysia. **You** or the **Authorised Driver** must call our 24-Hour Generali Auto Assist number 1800-22-2262 to request for this service. **We** will not pay for any costs or expenses for the following purpose and shall be borne by **You** or the **Authorised Driver**: -

(a) Toll Charges for towing exceeding 30km;

(b) Levy fee charged by Custom for cross border (Johor-Singapore Causeway and Brunei);

(c) Cost of the petrol during the petrol delivery services;

(d) All the repair costs incurred including replacement of spare parts during the minor roadside repairs or repairs carried out at the workshop or service centre;

(e) Towing a car for the purpose of transferring from one workshop to another workshop;

(f) Towing a stolen car which has been recovered or abandoned or due to vandalism;

(g) Towing where car is inaccessible by tow truck, such as seaside, jungle, estate, underground and rooftop parking area;

(h) If the car has been modified or participation in off-road activities, rally and racing or modified against government regulations;

(i) Any unlawful or illegal act by **You** or an **Insured Person** or **Authorised Driver** of the car for any unlawful or illegal purposes;

(j) When there is no mechanical part in the car, such as no engine or transmission;

(k) Towing for the purpose of disposing the car;

(l) Road tax is not valid or is expired or not up to date;

(m) Towing where the car has been dismantled fully or partly in a workshop;

(n) Towing where the car that is greater weight than the weight capacity for which it was designed as stated in manufacture's specifications;

(o) Towing where car registration number does not match with the number registered with **Us** or **Our** service provider;

(p) If the car suffers a mechanical breakdown and is immobilized on an unpaved road surface or on a road that is not gazetted road of the Malaysia, Singapore and Brunei Road System;

(q) If the car requires the use of special equipment during the recovery;

(r) Towing where the car has no mechanical defects;

(s) Towing services not authorized by **Us** or **Our** service provider;

(t) Towing a car that suffers from the same cause of breakdown where towing was previously provided but no repair or rectification was carried out; and

(u) transfer of **Your Car** across the sea by ferry or ship or any sea faring vessels etc. between the island of Borneo and the mainland.

Car Replacement Allowance (Non-Tariff)

We will pay **You** an allowance of RM150 per day up to a maximum of three (3) days for the repair period recommended by **Our Adjuster** in the event an own damage claim is made under this **Policy**, subject to the following conditions:

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

Note: Please refer to the four (4) mandatory criteria of a KfK claim stated under Section C (3).

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

Flood Relief Allowance (Non-Tariff)

In the event of damage to **Your Car** due to flood, **We** will pay **You** an allowance of RM1,500 subject to the following:

a. Repair work is carried out at an **Approved Repairer**.

b. A police report on the flood **Incident**, original receipt for the expenses incurred and photographs of **Your Car** before and after the repair work were carried out must be submitted to **Us**.

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

Loss or Damage to Personal Effects (Non-Tariff)

We will reimburse **You** for **Loss** or **Damage** to **Your Personal Effects** that were in **Your** possession due to an occurrence of a break-in of **Your Car** or a **Robbery** by visible, forcible and/or violent entry that occurred while **You** were in **Your Car**.

We shall have the discretion to determine whether to reimburse **You** the expenses incurred to replace or the cost to repair such **Personal Effects** up to RM1,000 per occurrence provided that:

a. A police report must be lodged within twenty four (24) hours of occurrence of the break-in or **Robbery**;

b. **You** must submit to **Us** proof of **Your** purchase, e.g. receipts or credit card statements to support **Your** claim. Failing which, **We** shall have the right to decline **Your** claim or to accept it at a reduced value;

c. **You** must submit the original receipt for the expenses incurred in repairing or replacing the lost or damaged **Personal Effects**.

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

We will not pay for claims in respect of:

a. Any item that is loaned, rented or hired;

b. **Your** wilfull acts, omission, negligence or carelessness.

Key Care Cover (Non-Tariff)

This **Policy** shall cover the **Loss** or **Damage** of **Your Car Key(s)** due to actual or attempted **Theft**, **Robbery** or **House Break-In**, subject to a police report being lodged within twenty four (24 hours) of occurrence of the **Incident**, upon receiving the original receipt from **You**, **We** will reimburse the actual expenses incurred to repair or replace the **Key(s)** up to RM2,000 provided the repair work or replacement keys were carried out or were purchased from an **Approved Repairer**.

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 cover is not allowed

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.

This benefit does not cover:

a. **Loss** or **Damage** caused by **Theft** or attempted **Theft** if the **Key(s)** (or keyless entry system) to **Your Car** is left unsecured or unattended, or is left in or on **Your Car** whilst it is unattended;

b. **Loss** or **Damage** due to mysterious disappearance or unexplained losses where it cannot be proved that **Theft**, **Robbery** or **House Break-in** occurred;

c. Any claim for additional or duplicate keys; or

d. **Loss** or **Damage** of **Key(s)** belonging to someone other than **You** or the **Authorized Driver** or any of **Your Immediate Family Member** residing at the same residential address.

<u>Exclusions (applicable to Section H)</u>

We will not pay for claims arising directly or indirectly from, in respect of, or caused by:

1. Any **Unlawful Act** committed by **You** or willful exposure to danger (other than in an attempt to save human life), intentional self-inflicted injury, suicide or attempted suicide, while sane or insane.
2. Pregnancy or childbirth.
3. Engaging or participating in any professional sports.