

## PRIVATE CAR POLICY

**Important Notice : ALL ACCIDENTS MUST BE REPORTED TO THE POLICE WITHIN 24 HOURS**

### OUR AGREEMENT

#### Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your trade, business or profession)

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.

#### Non - Consumer Insurance Contracts (Insurance for purposes related to Your trade, business or profession)

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

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

### SECTION A - LOSS OR DAMAGE TO YOUR VEHICLE

#### 1. We will indemnify You if Your Vehicle is damaged or lost in the following circumstances:-

- (a) by accidental collision or overturning,
- (b) by collision or overturning caused by mechanical breakdown,
- (c) by collision or overturning caused by wear and tear,
- (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
- (e) by fire explosion or lightning,
- (f) by burglary, housebreaking or theft,
- (g) by malicious act,
- (h) when in transit (Including its loading and unloading) by:
  - (i) road rail inland waterway
  - (ii) direct sea route across the straits between the island of Penang and the mainland.

#### 2. Basis of Settlement

- (a) We will at Our option
  - (i) pay the cost of repairs to Your Vehicle, or
  - (ii) pay in cash the amount of the loss or damage to Your Vehicle, or
  - (iii) reinstate or replace Your Vehicle.
- (b) The maximum amount We will pay is the market value of Your Vehicle at the time of the loss or the sum insured in the Policy whichever is the lower figure.
- (c) If Your Vehicle shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, You shall be considered as being Your own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more. However, this clause shall not apply if you adopt Our recommended sum insured based on Our chosen valuation system.
- (d) The market value of Your Vehicle would be determined in the event of a dispute by the Head Office of the Franchise-holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
- (e) In the event no Franchise-holder is available for the make of Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation agreed to by both You and Us.
- (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation, will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.
- (g) The maximum amount We will pay for the cost of repairs to Your Vehicle shall be the expenses necessarily incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, You will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:-

Age of Vehicles/Years	Rate for Betterment (Not to exceed following %)
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:-

#### Age of vehicle based on:-

- |   |                               |
|---|-------------------------------|
| New Vehicles.....                       | Date of Registration          |
| Local second-hand/used vehicles.....    | Date of Original Registration |
| Imported second-hand/used vehicles..... | Year of Manufacture           |
| Imported reconditioned vehicles.....    | Year of Manufacture           |

The application of betterment shall be at Our discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

#### 3. Transportation of Damaged Vehicle

We will pay You up to a maximum of RM200.00 as Towing Charges for taking Your Vehicle to either the nearest Repairer or towing the vehicle by returning it to Your address as shown on the Schedule or towing it to a secure place for it to be garaged, provided Your Vehicle has been damaged by circumstances described in this section.

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### 4. Exceptions to Section A

**We will NOT pay for**

- (a) consequential losses of any nature.
- (b) the loss of use of Your Vehicle.
- (c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreen, window or sunroof including lamination/tinging film, if any.
- (d) damage to Your Vehicle's tyres unless Your Motor Vehicle is damaged at the same time.
- (e) any loss or damage caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code.
- (f) the Excess stated in the Schedule.
- (g) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

### SECTION B: LIABILITY TO THIRD PARTIES

**1. We will indemnify You or Your authorized driver for the amount which You or Your authorized driver are legally liable to pay (including claimants' costs and expenses) for:-**

- (a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
- (b) damage to property as a result of an accident arising out of the use of Your Vehicle provided Your authorised driver also complies with all the terms and conditions of the policy that You are subject to.

**2. Limits of Our Liability**

Our total liability under Section B1(a) is unlimited.

Our total liability under Section B1(b) is limited to RM3 million.

} in respect of  
any one claim  
or series of  
claims arising  
out of one event.

**3. Cover for Legal 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**

We will pay legal costs incurred up to a maximum of RM2,000.00 for defence of any charge including the charge of causing death by driving the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

**5. Exceptions to Section B**

**We will NOT pay 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 authorized driver.
- (c) damage to property belonging to or in the custody of or control of or held in trust by You and/or Your authorised driver and/or any member of Your and/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 Vehicle unless he/she is required to be carried in or on Your Vehicle by reason of or in pursuance of his/her contract of employment with You and/or Your authorised driver and/or his/her employer.
- (e) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (f) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

**NO-CLAIM-DISCOUNT**

If no claim is made or arises from Your Policy and provided Your Vehicle is insured with Us for a continuous period of 12 months in each of the following instances, You are entitled to a No-Claim-Discout on renewal of Your Policy as follows:-

<u>Period of Insurance</u>	<u>Discount</u>
After the first year of insurance	25%
After the second year of insurance	30%
After the third year of insurance	38 1/3%
After the fourth year of insurance	45%
After five or more years of insurance	55%

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

**AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

- 1. Your rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
- 2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
- 3. In the event that an Own Damage claim has been paid and a Third Party Property Damage claim has also been made, You are required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid and any consequent costs fees or expenses incurred.

**GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY**

**We will NOT pay for any liability under the following circumstances:-**

- 1. If You or any person with Your consent are not licensed to drive the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to drive Your Vehicle under any required laws, by-laws and regulations.
- 2. If You or Your authorized driver drives Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.

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3. a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or some other person with Your consent.
- b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on Your order or with Your permission.
4. If any loss or damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If Your Vehicle is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, Your Vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Vehicle shall be excluded from the cover granted by this Policy.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam. For liability in Malaysia, the limitations of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.
10. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

**If a law or laws are named in a section of the policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.**

**CONDITIONS - THESE APPLY TO THE WHOLE POLICY**

**1. DUTY OF DISCLOSURE**

**Consumer Insurance Contracts**

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 the remedies in 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.

**Non-Consumer Insurance Contracts**

Where You have applied for this Insurance wholly 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.

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

**2. ACCIDENTS AND CLAIMS PROCEDURES**

(a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-

- a) Within seven (7) days if you are not physically disabled or hospitalised following the event
- b) Within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
- c) Other than a) and b), a longer notification period may be allowed subject to specific proof by You.

(b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if We decide that You are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or 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), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.

(c) All accidents must be reported to the Police as required by Law.

(d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.

(e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.

(f) We shall have full discretion in the conduct, defence and/or settlement of any claim.

(g) No repairs may be authorized to Your Vehicle without Our prior written consent.

(h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairer for repairs. Failure to remove Your Vehicle to a PIAM Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the Policy.

(i) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, We may pay to You the full amount of Our liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defence settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses how whatsoever incurred by You or any claimant or any person after We have relinquished such conduct.

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### 3. CANCELLATION

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last known address.
- (c) You shall within seven days from the date of cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:

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

- (e) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.
- (f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

### 4. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering Your Vehicle. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss, damage or liability, We shall only pay Our rateable proportion of any loss damage compensation costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

### 5. SUBROGATION

We shall be entitled if We so desire to take over conduct at our own expense in Your name the defence or settlement of any claim or to prosecute in Your name for our benefit any claim for indemnity or damages or otherwise. We shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

### 6. ARBITRATION CLAUSE

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of Our disclaimer to You.

### 7. OTHER MATTERS

**This Policy will only be operative if:-**

- (a) Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- (b) You have taken all reasonable precautions to maintain Your Vehicle in an efficient roadworthy condition.
- (c) You have taken all reasonable precautions to safeguard Your Vehicle from loss or damage.
- (d) You must grant Us free access at all reasonable times to examine Your Vehicle.

### DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

1. We/Us/Our refer to the Insurance Company.
2. You/Your/Yourself refer to the Policyholder and/or Insured.
3. Your Vehicle refers to the Vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
4. Accessories refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code 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 as defined in the Penal Code 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. Acts of terrorism.  
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.



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The following endorsements, warranties or extensions are not applicable unless indicated in the Policy Schedule, in which case the endorsement(s), warranty(ies) or extension(s) so indicated shall be deemed to form part of the Policy.

**ENDORSEMENT 2 – EXCESS DAMAGE CLAIM**

You are responsible for the first amount as described in the schedule of each and every claim payable under Section A of this Policy in addition to any other excess that may be applicable. This excess is not applicable to loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 2 (f) – COMPULSORY EXCESS (effective 03/03/2010)**

In respect of any claim arising under Section A of this Policy, You are responsible in respect of each and every event for an excess of RM400.00 in addition to the Excess stated in the Schedule if Your Vehicle is being driven by any person, whether Yourself or authorised by You:-

- (a) who is under the Age of 21 years
- (b) who is the holder of a Provisional Driving Licence (L-Licence)
- (c) who is the holder of a Probationary Driving Licence (P-Licence)
- (d) who is not named in the Schedule
- (e) named in the Schedule who is less than the age of 21 years and/or the holder of a Provisional Driving Licence (L-Licence) and/or the holder of a Probationary Driving Licence (P-Licence).

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the motor vehicle. This excess of RM400.00 is not applicable to loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

N.B. The amount of the Excess mentioned herein is the maximum and shall be held to apply in addition to any other Excess that may be applicable to this Policy. Any amendment to the Excess of RM400.00 under this Endorsement 2(f) is **not allowed**.

**ENDORSEMENT 3(p) – THIRD PARTY ONLY**

The cover provided for in this policy is limited to Third Party only i.e. Section B (LIABILITY TO THIRD PARTIES).

Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 3 (q) – THIRD PARTY FIRE AND THEFT**

The cover provided for in this policy is limited to Third party Fire and Theft only. Section A (LOSS OR DAMAGE TO YOUR VEHICLE) of this policy will cover You if Your vehicle is damaged or lost by fire, explosion, lightning, burglary, housebreaking or theft and Section B (LIABILITY TO THIRD PARTIES).

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 15 – HIRE PURCHASE**

We have noted and agreed that the Hire Purchase Company as described in the schedule (hereinafter referred to as the Owners) are the Owners of Your Vehicle under a Hire Purchase Agreement made between the Owners and You. Any payment for the loss or damage to Your Vehicle (which loss or damage is not made good by repair, reinstatement or replacement) under Section A of this Policy will be paid to the Owners so long as they are the Owners of Your vehicle. Their receipt shall be a full and final discharge to Us in respect of such loss or damage. This Policy is issued to You as the principal party and not as agent or trustee for the Owners nor as an assignment by You to The Owners of Your right, benefits and claims under this policy. You shall not assign Your rights, benefits and claims under this policy without prior written consent from Us.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 15 (a) – EMPLOYERS' LOAN**

We have noted and agreed that Your employer as described in the schedule are interested in any moneys payable to You vide this Policy in respect of loss or damage to Your Vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be payable to Your employer as described in the schedule until notice is given to Us that they have no financial interest in Your Vehicle, and their receipt shall be a full and final discharge of Our liability in respect of such loss or damage.

Except by this Endorsement, nothing herein shall modify or affect Our/Your rights and liabilities under this Policy.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 25 – STRIKE RIOT AND CIVIL COMMOTION**

We have noted and agreed that the words "strike riot and civil commotion" in General Exception 4 of this Policy shall not apply to any accident loss damage or liability directly caused by

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority on suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- (2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirement of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with-

- (a) War, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war.
- (b) Mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder You shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 30 – REPLACEMENT PARTS**

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if We exercise Our option to pay in cash for the loss or damage, then Our liability for such spare parts/accessories shall be

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacturer's work plus reasonable cost of transport (except air freight).
- and (b) reasonable cost of fitting such spare parts/accessories.

Subject otherwise to the Terms and Conditions of this Policy.

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The following endorsements, warranties or extensions are not applicable unless indicated in the Policy Schedule, in which case the endorsement(s), warranty(ies) or extension(s) so indicated shall be deemed to form part of the Policy.

**ENDORSEMENT 57 – INCLUSION OF SPECIAL PERILS**

In consideration of the payment of additional premium by You to Us the following peril(s) is/are deemed to be covered under Section A of this Policy:-

Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 72 – LEGAL LIABILITY OF PASSENGERS FOR NEGLIGENT ACTS**

In consideration of the payment of additional premium by You to Us We will pay the amount that any Passenger is legally liable to pay under Section B of this policy providing that the Passenger:-

- (i) is not driving Your Vehicle or in charge of Your Vehicle for the purpose of driving.
- (ii) is not entitled to indemnity under any other Policy.
- (iii) shall as though he were You observe and fulfil all the terms of this Policy in so far as they apply.

**EXCEPTIONS:-**

We will not pay for:-

- (a) Death or bodily injury to any person where such death or injury arises out of and in the course of the employment of the passenger.
- (b) Damage to property belonging to or held in trust or in the custody or control of the Passenger or You or being carried in Your Vehicle.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 87 – AGREED VALUE**

We will pay to You the agreed amount as specified in the Schedule of the Policy in the event Your Vehicle is stolen or totally destroyed during the Period of Insurance provided We are liable to pay for such loss or destruction under the Terms and Conditions of Our Policy.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 89 – BREAKAGE OF GLASS IN WINDSCREEN, WINDOW OR SUNROOF (effective 13/03/2007)**

In consideration of the payment of additional premium by You to Us, We will pay the cost of replacing or repairing any glass in the windscreen, window or sunroof including lamination/tinting film, if any, of Your Vehicle following breakage of such glass up to an amount not exceeding (as stated in the Schedule).

Provided no claim is made for any further damage to Your Vehicle, any claim under this endorsement shall not affect Your No Claim Discount and You shall not be liable for any excess as stated in the policy.

This benefit shall automatically be terminated upon replacement of any glass in the windscreen, window or sunroof unless the cover is reinstated by payment of a further additional premium.

You may however, subject always to our agreement whether obtained before or after repair, exercise an option to repair the damaged windscreen, window or sunroof of Your Vehicle. In the event You opt to repair, We will continue to provide this benefit to You during the currency of this period for the amount as stated above:-

- (a) Less any claim paid by Us for the repair; or
- (b) For the reinstated original amount provided You have paid to Us a further additional premium for reinstatement.

However, in the event of a dispute on the option to repair or replace, Our decision shall be final.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 95 – LEASING ENDORSEMENT**

We have noted and agreed that:-

1. The Leasing Company as described in the schedule (hereinafter referred to as the Lessors) are the owners of Your Vehicle which is the subject of a Leasing Agreement made between the Lessors and Yourself of the other part.
2. Any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability on Our part to You under Section A of this Policy shall be made to the Lessors as long as they are owners of Your Vehicle and their receipt shall be a full and final discharge to Us in respect of such loss or damage.
3. Regardless of any provision in the Leasing Agreement this Policy is issued to You as the principal party and not as agent or trustee for the Lessors. You cannot assign to the Lessors (whether legal or equitable) Your rights benefits and claims under this Policy.
4. Nothing herein shall be construed as creating and vesting any right in the Owner/Lessor to sue Us in any capacity whatsoever for any breach of Our obligations.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 97 – VEHICLE ACCESSORIES ENDORSEMENT**

In consideration of the payment of additional premium by You to Us the following accessories are separately insured under Section A:

Description	Your Estimated Value
As described in the schedule	As described in the schedule

Any claim made under this endorsement shall not affect your No-Claim -Discount entitlement and You shall not be liable for any specified excess as stated in the Policy. Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 97A - GAS CONVERSION KIT AND TANK (effective 21/10/2008)**

In consideration of the payment of additional premium by You to Us the Gas Conversion Kit and Tank is separately insured under Section A:-

Your Estimated Value
As described in the Schedule

Any claim made under this endorsement shall not affect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 100 – EXCLUSION OF LEGAL LIABILITY TO PASSENGERS**

The cover provided under Section B1 (a) of this Policy shall not apply to death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (other than a passenger required to be carried in or on Your Vehicle by reason of his/her contract or employment with You and/or Your authorized driver and/or his/her employer).

Subject otherwise to the Terms and Conditions of this Policy.

## PRIVATE CAR POLICY

**Important Notice : ALL ACCIDENTS MUST BE REPORTED TO THE POLICE WITHIN 24 HOURS**

The following endorsements, warranties or extensions are not applicable unless indicated in the Policy Schedule, in which case the endorsement(s), warranty(ies) or extension(s) so indicated shall be deemed to form part of the Policy.

### **ENDORSEMENT 106 – INSURER’S AUTHORISED WORKSHOP**

Conditions 2(h) of this Policy is hereby amended to read as follows:-

“In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairers Scheme (PARS) workshop selected and approved by Us for repairs. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and We shall have the right to decline liability under Section A of the Policy”.

Subject otherwise to the Terms and Conditions of this Policy.

### **ENDORSEMENT 109 – EXTENSION OF COVER FOR FERRY TRANSIT TO AND/OR FROM SABAH AND THE FEDERAL TERRITORY OF LABUAN**

We will cover You under Section A of this policy if Your vehicle is damage or lost when in transit to and/or from Sabah and Federal Territory of Labuan. In the event of any claim arising from this extension, you are responsible in respect of each and every event for an excess of 1% of Sum Insured or RM500 (whichever is higher) in addition to the Excess stated in the schedule.

Subject otherwise to the Terms and Conditions of this Policy.

### **ENDORSEMENT 111 - CURRENT YEAR “NCD” RELIEF (ONLY APPLICABLE TO COMPREHENSIVE PRIVATE CAR POLICY) (effective 16/04/2007)**

In consideration of the payment of additional premium by You to Us, We will pay You in the event Your No Claim Discount is forfeited when a claim is made or arising from the Policy, an amount equal to Your No Claim Discount entitlement under this Policy of the current period of insurance only.

If the current period of insurance exceeds twelve (12) months, payment under this benefit shall be based on the amount shown in the Schedule.

Upon settlement of any claim under this extension, this benefit shall automatically terminate.

This cover ceases automatically:

- (a) upon transfer of the ownership under this Policy.
- (b) upon withdrawal of No Claim Discount from this Policy.

No refund premium shall be allowed upon cessation of the benefit or on mid-term cancellation.

Subject otherwise to the Terms and Conditions of this Policy.

N.B An additional premium of 15% on NCD entitlement on the current period of insurance subject to a minimum premium of RM50.00 is charged for an extension of this cover.

### **ENDORSEMENT 112 - COMPENSATION FOR ASSESSED REPAIR TIME (CART) (effective 15/04/2009)**

In consideration of the payment of additional premium by You to Us, We will pay compensation at the rate of per day up to days or the number of days assessed as required for repair of such Motor Vehicle whichever is lesser following a loss damage covered under Section A of this Policy. No excess shall be applicable for this endorsement. Such compensation shall not be payable in the event the loss or damage is confined only to breakage of any glass in the windscreen, window or sunroof of Your Vehicle.

Provided that:-

- (a) such benefit shall be payable based on the loss adjuster’s assessment of the days required for actual repair but exclude any delays howsoever caused whether the claim for loss or damage to Your Vehicle covered under Section A is either lodged with Us or against a Third Party. In any dispute, the assessed repair time determined by Us shall be final.
- (b) the benefit is payable for partial loss (excluding theft and total loss) of the insured vehicle.

You can make more than one claim under this Policy endorsement provided the total number of days in accumulation that You can claim does not exceed the cover purchased.

Any claim under this endorsement shall not affect the No-Claim-Discount.

No refund shall be allowed for cancellation of this endorsement unless the cancellation is effected together with the cancellation of the policy.

#### **Note:**

A claim under this benefit shall not prejudice the insured’s right to make a claim from a third party insurer. However, the insured’s third party claim, is subject to the principle of indemnity and any sums paid under this benefit will be subtracted from the said third party claim.

Subject otherwise to the Terms and Conditions of this Policy.

### **ENDORSEMENT 113 - REFERENCE TO MOTOR VEHICLE MARKET VALUATION SYSTEM (effective 29/09/2009)**

It is agreed that even if anything stated to the contrary in this Policy, clause (d), (e) and (f) under the header 2. Basis of Settlement of Section A of the Policy is deleted and replaced with the following clause (d), (e) and (f):-

- (d) When a claim is made, the market value of Your Vehicle would be determined by the ISM Automotive Business Intelligence System and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
- (e) If no market value is available from the ISM Automotive Business Intelligence System for Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under the Financial Services Act 2013, agreed to by both You and Us.
- (f) The valuation done by the ISM Automotive Business Intelligence System or Loss Adjuster registered under the Financial Services Act 2013 will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.

Subject otherwise to the Terms and Conditions of this Policy.

### **WARRANTY NO.1 – WARRANTY ON OVERLOADING OF VEHICLE**

Warranted that the Company shall not be liable under Section A of this Policy in the event that at the time of accident giving rise to a claim under this Policy the insured vehicle carries a load in excess of the permitted weight and/or number of passengers as specified in the registration book of the insured Vehicle. Provided always that this warranty shall not apply unless overloading exceeds by 10% of the permitted weight (for goods carrying vehicles).

Subject otherwise to the Terms and Conditions of this Policy.

Notes - For the purpose of calculating the number of persons where children are carried, such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

### **GOODS AND SERVICES TAX (‘GST’)**

Please be informed that the Goods and Services Tax (‘GST’) will be implemented by the Government of Malaysia with effect from 1 April 2015 at a rate of six (6) per centum.

AmGeneral Insurance Berhad reserves the right to collect from you an amount equivalent to the GST payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1 April 2015, to collect from you an amount equivalent to the GST payable on the applicable premium calculated from 1 April 2015 on a pro-rated basis.

Your obligation to pay GST shall form part of the Terms and Conditions in your insurance policy.

## PRIVATE CAR POLICY

**Important Notice : ALL ACCIDENTS MUST BE REPORTED TO THE POLICE WITHIN 24 HOURS**

### IMPORTANT NOTICE

1. The Insured shall read this policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately at once be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company, may seek redress or assistance with the Financial Mediation Bureau or alternatively to approach Bank Negara Malaysia's Jabatan Konsumer dan Amalan Pasaran (Consumer and Market Conduct Department), addressed below:

- |  |   |
|--|---|
| a. Financial Mediation Bureau (FMB)<br>Level 25, Dataran Kewangan Darul Takaful<br>No. 4 Jalan Sultan Sulaiman<br>50000 Kuala Lumpur<br>Tel : 03 2272 2811<br>Fax : 03 2274 5752 | b. Jabatan Konsumer dan Amalan Pasaran<br>Bank Negara Malaysia<br>Jalan Dato' Onn<br>50480 Kuala Lumpur<br>Tel : 03 2698 8044<br>Fax : 03 2693 4051 |
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