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Comprehensive Premier

*Enhanced
Private Car
Policy*

Beyond
Comprehensive

auto365 Comprehensive Premier

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

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auto365 Comprehensive Premier Insurance at a Glance – A Quick Summary

Who we cover	<ul style="list-style-type: none"> • you • your authorised driver
Where we cover	<ul style="list-style-type: none"> • Malaysia, the Republic of Singapore and Negara Brunei Darussalam <p><i>Note :</i> <i>If you intend to drive your vehicle into the Republic of Singapore, you are required by Singapore's law to have cover for 'Legal liability to passengers (LLP)' and you can purchase this cover under 'optional cover' which provides a limited cover for your liability for death and bodily injury of passenger(s).</i></p>
Cover effective period	<ul style="list-style-type: none"> • takes effect from the time of purchase of cover or at the agreed time of commencement, until the expiry date • the period of insurance will be shown in the schedule and related policy documents. If there is any change to these dates, it will be officially shown in an endorsement issued by us
What we insure	<ul style="list-style-type: none"> • your vehicle for an agreed value as shown in the schedule; or • your vehicle for the market value where the claim amount based on the said market value will be determined at the time of loss
Usage of your vehicle	<ul style="list-style-type: none"> • your policy covers you if your vehicle is used for 'social, domestic and pleasure purposes and for the policyholder's business' as declared by you. This is clearly stated in the certificate of insurance under the heading 'Limitation as to Use' • the following are some examples of how your vehicle can be used: <ul style="list-style-type: none"> • to visit relatives and friends, for shopping etc. • for carrying out your business use which is accepted by us such as getting to and from work, and meeting customers
What we pay	<p>If your claim is approved, then we will at our option:</p> <ul style="list-style-type: none"> • decide whether to repair your vehicle, or pay you in cash for the damage to your vehicle, or pay you the agreed value or market value on a total loss basis, or reinstate or replace your vehicle with one of the same make, model, age and general condition • pay for any death of, bodily injury or property damage to any third party and legal costs that you are legally liable for • pay for any other benefits that apply to your policy • pay for any optional cover you have added to your policy • deduct any amounts that apply to your policy e.g. excess
Your insurance covers	<ul style="list-style-type: none"> • loss or damage to your own vehicle • liability to third parties • other benefits • optional cover (you can add cover if you pay additional premium for this)
Your insurance does <u>not</u> cover	<p>This policy does <u>not</u> cover you against any damage to your vehicle as stated in the schedule and sections stated below:</p> <ul style="list-style-type: none"> • Section 1 - see 'Not covered' section • Section 2 - see 'Not covered' section • Section 3 - see 'Not covered' section • Section 4 - see 'Not covered' section • Section 7 - see 'General Exclusions' section

Note:

1. Please note that your policy only starts from page 3 onwards. To help you read and understand your policy better, we provide some explanatory notes together with comments and examples (written in *italic*). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.

2. **Words in bold**

You will notice that some words in the policy are printed in **bold** letters. This is because they have been given specific meaning in your policy. Please refer to Section 10 of this policy for the meaning of these words.

auto365 Comprehensive Premier Insurance - Key Benefits and Features

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

Your insurance covers	
Loss or damage to your own vehicle	
Liabilities to third parties	
Other benefits	All drivers
	Towing assistance (up to 365km)
	Compassionate allowance for loss of vehicle (CALV)
Optional cover	Inclusion of convulsions of nature or Inclusion of partial cover for convulsions of nature
	Legal liability to passenger(s)
	Strike, riot and civil commotion
	Extension of cover for ferry transit to and/or from Sabah and the Federal Territory of Labuan
	Extension of cover to the Kingdom of Thailand
	Extension of cover to Kalimantan
	Cover for windscreens, windows or sunroof
	Separate cover for accessories fixed to your vehicle
	Cover for gas conversion kit and tank
	Cover for caravan/luggage/boat trailer
	Compensation for assessed repair time (CART)
	Legal liability of passengers for negligent acts
	Reliability trials, competitions etc.
	Reliability trials, competitions etc. (Third party cover only)
Additional features	Auto assist helpline
	Three (3) years warranty for workmanship on repairs by our approved panel repairer

Kurnia Auto Assist 1800 88 3833

Our helpline provides you with vehicle assistance which is available 24 hours a day; 7 days a week. Consider us as your dedicated 'friend on the roadside' while in need anytime.

Call Us First when you are in need of the following:

- towing services for breakdown
- towing services for road accident
- to mobilise your vehicle
 - unable to start your vehicle
 - battery flat – jump start required/help to purchase/install new battery
 - flat tyre
 - out of fuel
 - minor repairs assistance
- accident assist services to help fast track your claims
 - our dedicated specialist will be assigned at the site of the accident to assist you with the initial claim submission
 - our specialist will take pictures of the vehicle and collect the necessary information required
 - claim processing will begin immediately and run concurrently while your vehicle is undergoing other necessary formalities
- policy and claim related enquiries.

Accident Assist Call Centre (AACC)

Alternatively, you may also call **Accident Assist Call Centre (AACC) 24 hours** nationwide insurance road accident helpline number **1-300-22-1188** or **15-500** for immediate road assistance or towing services in the event of a road accident, or to make an enquiry on claims procedure.

auto365 Comprehensive Premier Enhanced Private Car Policy

Your Insurance Contract

Your insurance contract with us is made up of the following documents:

- the **Schedule**
- the **Certificate of Insurance**
- any **Endorsements** attached to the **policy**
- the insurance **policy** from pages 3 to 26 (excluding the italic texts)
- any other disclosures given by **you** to **us** when **you** applied for this insurance and any subsequent disclosures.

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

Consumer Insurance Contracts & Non – Consumer Insurance Contracts

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

Consumer Insurance Contracts

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

This **policy** reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

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

Non – Consumer Insurance Contracts

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

This **policy** reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

Your Premium

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

Your premium is based on the likelihood of a claim being made under **your policy** in the future. When **we** compute **your** premium, **we** look at a range of factors including but not limited to:

- **your vehicle**
- the amount **your vehicle** is insured for as shown in **your schedule**
- the age and gender of owners and drivers of **your vehicle**
- the location and address where **your vehicle** is kept
- **your** No Claim Discount entitlement.

Section 1: Loss or Damage to Your Own Vehicle

1. Covered

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

Events we cover
<ul style="list-style-type: none"> • accidental damage that is caused unintentionally to your vehicle including: <ul style="list-style-type: none"> • accidental collision or overturning • collision or overturning caused by mechanical breakdown • collision or overturning caused by wear and tear • impact damage caused by falling objects provided no convulsions of nature is involved • impact damage caused by falling tree(s)
<ul style="list-style-type: none"> • breakage of windscreen, windows or sunroof including lamination / tinting film, if any
<ul style="list-style-type: none"> • malicious act
<ul style="list-style-type: none"> • fire, explosion or lightning
<ul style="list-style-type: none"> • burglary, housebreaking, theft or attempted theft
<ul style="list-style-type: none"> • while in transit e.g. being carried from one place to another (including during loading and unloading) of your vehicle by: <ul style="list-style-type: none"> • road • rail • inland waterway e.g. across a river or canal • across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only

For an additional premium, **your policy** can be extended to cover the breakage of windscreens, windows or sunroof only without losing **your NCD entitlement** when **you** make a claim. **You** may refer to the **policy** wording in **Section 4: Cover for windscreens, windows or sunroof** of this **policy**.

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

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

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

2. Not Covered

The events we do not cover are listed below. These exclusions are applicable to Section 1 only.

1. Type of loss or damage

We will not pay for:

- i) consequential losses
 - any direct or indirect losses of any kind that may arise as a consequence of any **incident**.
- ii) loss of use of your vehicle
 - any expense or financial loss that **you** may incur because **you** cannot use **your vehicle** e.g. cost of hiring replacement vehicle, travelling expenses etc.

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

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

- iv) breakdown or malfunction of parts
 - any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakage to **your vehicle**.
- v) convulsions of nature
 - any loss or damage to **your vehicle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature unless specifically purchased or covered under this **policy**.

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

- vi) damage to tyre(s)
 - any damage to the tyre(s) of **your vehicle** unless other parts of **your vehicle** are also damaged at the same time.
- vii) inappropriate fuel used for your vehicle
 - any damage caused by filling **your vehicle** with fuel not designed for **your vehicle**.
- viii) damage caused directly and/or indirectly by animals e.g. scratching, biting or any discharge of bodily fluids.
- ix) theft of accessories
 - loss of **accessories** from **your vehicle** caused by theft unless **your vehicle** is stolen at the same time.
- x) theft of parts
 - loss of parts from **your vehicle** caused by theft unless **your vehicle** is stolen at the same time.
- xi) 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.
- xii) 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.
- xiii) excess
 - the amount of **excess** as shown in the **schedule** and the compulsory excess as shown in Section 1(3) Condition 3. This is the amount that **you** have to bear first in respect of each and every claim under the **policy**.

2. Intentional acts

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

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

3. Maintaining your vehicle

We will not pay for the following:

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

4. Previous damage and faulty workmanship or repairs

We will not pay for:

- the cost to fix previous damage e.g. old damage that has not been repaired
- loss or damage caused by or arising from previous damage
- the cost to fix faulty **workmanship** or repairs by **you** or someone else (except if **we** cover it under the 'Three (3) years warranty for **workmanship** on repairs by **our** approved **panel repairer**' benefit).
*For more details about this benefit, **you** may refer to **Section 8: Claims and what we pay (Basis of settlement)** of this **policy***
- loss or damage caused by or arising from faulty **workmanship** or repairs by **you** or someone else.

3. Conditions

1. Report to the police

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

2. What we pay

We decide whether to:

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

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

3. Excess

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

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

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

However, the **excess** is not applicable if the loss or damage is caused by:

- fire, explosion or lightning
- burglary, housebreaking, **attempted theft** or theft
- third party property damage or bodily injury.

Section 2: Liability to Third Parties

1. Covered

1. Type of liability

We will indemnify **you** and/or **your authorised driver** for the amount which **you** and/or **your authorised driver** are legally liable to pay to any third party (including third party's costs and expenses) for:

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

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

2. Limits of our liability

We will pay the following for any one claim, or series of claims arising from one **incident**, in any one **period of insurance**:

- i) unlimited amount for death and bodily injury to third party; and/or
- ii) up to a maximum of RM3 million for third party property damage.

3. Cover for legal personal representatives

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

4. Legal costs

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

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

5. Right of recovery

We have the right to refuse to indemnify **you** or **your authorised driver** if either of **you** commit a breach of any **policy** conditions or where the claim falls outside the scope of cover provided by **us** under this **policy**. However, if **we** are legally required to pay any judgment sum in respect of a claim under this section because of laws in force in Malaysia, the Republic of Singapore and Negara Brunei Darussalam, which **we** would otherwise not have to pay, **we** have the right to recover from **you** and/or **your authorised driver** the amount paid and any cost **we** have incurred in connection and/or arising from the claim.

2. Not Covered

These exclusions are applicable to Section 2.

We will not pay for:

1. death or bodily injury to any **passenger** being carried for hire or reward.
2. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **you** or by **your authorised driver**.

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

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

3. damage to property belonging to or in the custody of or in control of or held in trust by **you** or **your authorised driver** and/or any member of **you** or **your authorised driver's household**.

4. liability to any person being carried in or upon or entering or getting onto or alighting from **your vehicle** unless he/she is required to be carried in or on **your vehicle** by reason of or in pursuance of his/her contract of employment with **you** or **your authorised driver** and/or his/her employer.

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

Liability to passengers other than:

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

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

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

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

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

Section 3: Other Benefits

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

1. All Drivers

Covered

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

2. Towing Assistance

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

Covered

- towing assistance within Malaysia only
- up to a maximum of 365 kilometers per roundtrip per any one **incident** including unlimited toll charges incurred for the necessary and reasonable costs to remove **your vehicle** to:
 - the nearest or **our** designated approved **repairer** requested by **you** or **your authorised driver**; or
 - a safe place of storage while awaiting repairs or disposal
- any **incident** that happens and causes damage to **your vehicle** on the **road** as defined in Section 10 of this **policy**
- the towing assistance is available 24 hours a day; 7 days a week.

Not covered

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

Conditions

- **you** or **your authorised driver** must contact Kurnia Auto Assist 1800 88 3833 to arrange for towing assistance
- where **we** are in contact and are able to arrange **your** towing needs, **we** will arrange for this towing from the scene of the accident to the nearest police station and to the designated approved **repairer** or to a safe place of storage within the distance mentioned above.

3. Compassionate Allowance for Loss of Vehicle (CALV)

We will pay **you** this benefit on top of the **agreed value** or **market value** that applies to this **policy**.

Covered

If **your vehicle** is declared as **total loss** ('beyond economical repair') or stolen, **we** will in addition pay **you**:

- a compassionate allowance equivalent to 5% of **your vehicle's agreed value** or **market value** (whichever is applicable) or up to RM5,000 whichever is lesser and the allowance will be paid to **you** in two (2) equal payments:
 - the first payment will be paid to **you** after **we** have assessed the claim and **we** agree to pay the claim
 - the second payment will be upon the finalisation of the claims process and **we** will pay this sum together with the claim settlement figure.

Conditions

- if **you** have a **market value policy**, **we** will pay **you** based on the **market value** of **your vehicle** which will be determined at the time of loss or the **sum insured** as shown in the **schedule**, whichever sum is the lesser
- in the event **the vehicle** is recovered, the benefit will cease immediately and the second installment will not be paid and **we** reserve the right to recover the compassionate allowance already paid to **you**.

However, this benefit is not applicable to 'Inclusion of partial cover for convulsions of nature' benefit under Section 4(2) optional cover.

Section 4: Optional Cover

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

1. Inclusion of Convulsions of Nature

Covered

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

2. Inclusion of Partial Cover for Convulsions of Nature (Non-Tariff)

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage of **your vehicle's agreed value** or **market value** (whichever is applicable) caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature. The maximum amount that **we** will pay for this benefit is the amount shown in the **schedule** under this optional cover.

Conditions

If **you** have a **market value policy**, the maximum amount that **we** will pay **you** is based on the percentage (as shown in the **schedule**) on the **market value** of **your vehicle** which will be determined at the time of loss or the **sum insured** as shown in the **schedule**, whichever lesser.

3. Legal Liability to Passenger(s)

Covered

We will pay towards **you** or **your authorised driver's** liability to any person being carried in or upon or entering or getting into or onto or alighting from **your vehicle** except in the following cases:

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

Conditions

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

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

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

4. Strike, Riot and Civil Commotion

Covered

We will extend **our** cover under Section 1 of this **policy** for loss or damage to **your vehicle** caused by:

- the wilful act of any worker involved in any strike or lock out done in furtherance of a strike or to resist a lock out
- the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lock out or not); and
- the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

Not Covered

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

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

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

Covered

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

Conditions

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

6. Extension of Cover to the Kingdom of Thailand

Covered

We will extend **our** cover under Section 1 and Section 2(1)(1)(ii) of this **policy** to **your vehicle** while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that **we** provide under Section 2(1)(1)(ii) will be up to a maximum of RM100,000 only.

Conditions

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

7. Extension of Cover to Kalimantan

Covered

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

8. Cover for Windscreens, Windows or Sunroof

Covered

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

Conditions

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

9. Separate Cover for Accessories Fixed to Your Vehicle

Covered

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

Conditions

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

10. Cover for Gas Conversion Kit and Tank

Covered

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

Conditions

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

11. Cover for Caravan/Luggage/Boat Trailer

Covered

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

Not covered

We will not pay for:

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

12. Compensation for Assessed Repair Time (CART)

Covered

- **we** will pay compensation for the number of days assessed by **us** as required to repair **your vehicle** under Section 1 of this **policy** ('the assessed repair time'). **We** agree that the payment will be based on the assessed repair time by the **Adjuster** or the maximum amount provided in the **schedule**, whichever is the lesser
- the maximum rate per day and the maximum number of days that **we** will pay under this benefit is limited to the amounts shown in the **schedule** under this optional cover.

Not covered

We will not pay for:

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

Conditions

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

13. Legal Liability of Passengers for Negligent Acts

Covered

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

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

Not covered

We will not pay for:

- death or bodily injury to any person who is employed by **you** or the **passenger**, and who is fatally wounded or is injured in the course of such employment
- damage to any property that belongs to or is held in trust or in the custody or control of **you** or the **passenger** or which is being carried in **your vehicle**; and/or
- death or bodily injury to the driver or any other **passenger** travelling in **your vehicle** at the same time.

14. Reliability Trials, Competitions etc.

We agree that the insurance provided under this **policy** shall cover **your vehicle** while it is being used for [*state either reliability trials, competition*] to be held at [*state place/location*] on [*state date*] organised by [*state name of organiser*] including officially conducted practice for the event.

15. Reliability Trials, Competitions etc. (Third party cover only)

We agree that the insurance provided under Section 2 of this **policy** shall cover legal liability while **your vehicle** is being used for [*state either reliability trials, competition*] to be held at [*state place/location*] on [*state date*] organised by [*state name of organiser*] including officially conducted practice for the event.

Section 5: No Claim Discount

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

1. No Claim Discount (NCD)

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

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

2. One Claim and Your NCD is Down to Zero

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

3. Exception to This Rule

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

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

4. Your NCD is Not Transferable

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

5. NCD Withdrawal

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

6. Non-Utilisation of NCD

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

Section 6: General Conditions and Your Responsibilities

1. General Conditions

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

1. Reference to motor vehicle Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **sum insured** of **your vehicle** at the time **you** purchased/renewed this **policy** as well as the **market value** of **your vehicle** at the time of the loss.

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

If no **market value** is available from the ISM Automotive Business Intelligence System for **your vehicle**, the **market value** of the vehicle would be determined by an **Adjuster**, agreed to by both **you** and **us**.

The valuation done by the ISM Automotive Business Intelligence System or **Adjuster** will be conclusive evidence in respect of the **market value** of **your vehicle** in any legal proceedings against **us**.

2. Agreed value clause

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

We and **you** have agreed at the commencement of this **policy** to use this value as the basis of claim settlement provided **we** are liable to pay for such loss or destruction under the terms and conditions of this **policy**. The **market value** of **your vehicle** at the time of the loss will not be taken into account.

3. Hire purchase

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

4. Employers' loan

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

5. Leasing agreement

In the event **your vehicle** is under a leasing agreement with the leasing company named in the **schedule** as the lessors, **you** unconditionally agree that the payment of any claim under Section 1 of this **policy** by **us** by way of a cash payment shall be made to the lessors as long as the leasing agreement remains valid at the time of the **incident**. The receipt from the lessors will fully discharge **us** from any further claims or liability in respect of such loss or damage. For all other purposes, **you** are the principal party under this **policy** and 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. However, any payment of compassionate allowance under Section 3(3) of this **policy** will be paid directly to **you**.

6. Subrogation (recovery against another party)

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

7. More than one insurance covering the same vehicle

- i) **You** must inform **us** in writing if **you** have taken out any other insurance in respect of **your vehicle** during the **period of insurance**
- ii) If a claim arises under this **policy** and such a loss is also claimable under the other insurance **policy(ies)** taken by **you**, **we** will only contribute **our** rateable proportion of the whole loss or damage. **We** will not pay the claim first and then seek recovery from the other co-insurers who is/are also liable for the loss or damage.

8. Dispute resolution

If there are differences or disputes on any matters relating to this **policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **you** and **us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one (1) month of being required to do so, then **you** and **we** will be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Kuala Lumpur Regional Centre for Arbitration shall appoint an Umpire.

If the disputed sum is less than RM250,000 and if **you** are not satisfied with the course of action taken by **us** or decision made by **us**, **you** may seek recourse through **our** Complaint Management Unit and alternatively, may seek redress or assistance from the **Ombudsman for Financial Services (OFS)**.

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

9. Prevalent policy wording

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

2. Your Responsibilities

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

1. Your duty of disclosure

i) 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) e.g. **you** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **you** knew to be relevant to **our** decision in accepting the risks and determining the rates and terms to be applied.

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

ii) Non-Consumer Insurance Contracts

Where **you** have applied for this insurance for purposes related to **your** trade, business or profession, **you** had a duty to disclose any matter that **you** knew to be relevant to **our** decision in accepting the risks and determining the rates 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.

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

- declare **your policy** void from inception (which means treating it as invalid), and **we** may not return any premium paid to **us**
- cancel this **policy** and return any premium less **our** cancellation charges or recover any unpaid premium
- recover any shortfall in premium
- 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 under any relevant road traffic legislation, plus any recovery cost.

2. Co-operate

You must:

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

3. Securing your vehicle

We will only pay **you** under this **policy** if reasonable care has been taken to avoid any situation that could result in a claim. This **policy** will not cover **you** if **you** or **your authorised driver** are reckless e.g. where **you** or **your authorised driver** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to:

- leaving **your vehicle** unattended while unlocked
- leaving **your vehicle** unattended with keys left in or on **your vehicle**.

4. Maintaining your vehicle

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

5. Prevent further loss or damage

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

6. Repairs

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

7. Report to the police

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

8. Others

We will only be liable to indemnify **you** under this **policy** if **you** comply with all the terms and conditions of this **policy**. These conditions are also applicable to **your authorised driver** and any legal representative who seek cover under this **policy**.

Section 7: General Exclusions

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

1. The Incident

We will not provide cover for any **incidents** that take place outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam unless provided otherwise. In Malaysia, **our** liability under this **policy** is governed by the Road Transport Act 1987 and the terms and conditions of this **policy** only, and **our** liability outside Malaysia is governed by the terms and conditions of this **policy** only.

*For an additional premium, **your policy** can be extended to cover the use of **your vehicle** in the Kingdom of Thailand or Kalimantan only if **you** purchase the prescribed extension cover. **You** may refer to the **policy** wording in **Section 4: Extension of cover to the Kingdom of Thailand or Kalimantan** in this **policy**.*

2. You and Your Authorised Driver

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

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

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

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

3. Unauthorised Driver

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

4. Vehicle Use

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

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

*For an additional premium, **your policy** can be extended to cover **your vehicle** for reliability trial or competition. **You** may refer to the **policy** wording in **Section 4: Reliability trials, competitions etc.***

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

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

5. Fraud and Exaggerated Claims

If any of **your** claims are in any part fraudulent or exaggerated, or if **you** or anyone acting on **your** behalf, uses fraudulent means to get any benefit under this **policy**, the entire claim will not be paid or will not be payable to **you**. If **we** are required to make payment of any such claim to a third party, **we** shall be entitled to recover the sum paid and any costs incurred from **you**.

6. War Risk

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

- i) war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **act of terrorism**, mutiny, rebellion or revolution; or
- ii) strike, riots, civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

*For an additional premium, **your policy** can be extended to cover strikes, riots and civil commotion, **You** may refer to the **policy** wording in **Section 4: Strike, riot and civil commotion**.*

7. Nuclear Risk

We will not cover any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- i) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices
- ii) the use, handling or transportation of radioactive material in relation to any **act of terrorism**
- iii) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- iv) the use, handling or transportation of radioactive material.

8. Convulsions of Nature

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

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

9. Contractual Liability

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

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

1. Making a Claim

<p>Step 1</p>	<p>Collect the details and make a police report</p> <p>You need to collect these details if they apply to the incident:</p> <ul style="list-style-type: none"> i) for all drivers: <ul style="list-style-type: none"> • full name • residential address; and • contact number ii) for all vehicles that are involved: <ul style="list-style-type: none"> • make and model • registration number; and • insurance details iii) date, time and location of the incident iv) description of the incident <p>You have to make a police report for all road accidents within 24 hours or as required by law and do all that is required to assist the police authorities in their investigation.</p> <p>You must <u>not</u> do any of the following:</p> <ul style="list-style-type: none"> • admit any responsibility for any incident • negotiate or settle any claims made against you, unless you have our consent in writing.
<p>Step 2</p>	<p>Incident assistance and towing (if required)</p> <p>Call Us First and we are available 24 hours a day; 7 days a week:</p> <ul style="list-style-type: none"> • for towing assistance if your vehicle is unsafe to be driven • incident assistance • for a list of our approved repairer and approved panel repairer.
<p>Step 3</p>	<p>Notify your claim</p> <ul style="list-style-type: none"> • contact us and notify a claim for the incident with the above details: <ul style="list-style-type: none"> • within seven (7) days if you are <u>not</u> physically disabled or hospitalised following the incident • within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the incident • complete the claim form in full and return it to us with the related documents within twenty-one (21) days from the date of your notification as above. We will <u>not</u> be responsible if there is any delay on your part to submit the claim form duly completed together with all the necessary documents • for any claims made by another person against you, you must immediately notify us and send us any notification of claim, notice of impending prosecution or inquest, summons, writ or any letter from the solicitors without undue delay or within fourteen (14) days from the receipt of the documents.
<p>Step 4</p>	<p>Assessing your claim (if required)</p> <ul style="list-style-type: none"> • send your vehicle to any of our approved repairers to assess the damage to your vehicle • you must obtain our consent in writing before you repair your vehicle or incur any expenses.
<p>Step 5</p>	<p>Settling your claim</p> <p>We reserve the option to settle your claim through any of the following ways:</p> <ul style="list-style-type: none"> • repair your vehicle; or • pay you in cash for the damage to your vehicle; or • pay your claim on a total loss basis • reinstate or replace your vehicle with one of the same make, model, age and general condition • pay for any death of, bodily injury or property damage to any third party and legal costs that you are legally liable for • pay for any other benefits and optional cover that you have added to your policy.
<p>Step 6</p>	<p>Excess</p> <p>To settle your claim, you shall pay any excesses that apply.</p>

2. What We Pay For

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

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

3. Maximum Amount We May Pay

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

4. How We Settle Your Claim

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

1. Repair your vehicle

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

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

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

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

3. Pay your claim on a total loss basis

We reserve the option to do this when:

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

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

4. Reinstate or replace your vehicle

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

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

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

Agreed value

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

Market value

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

Under-insurance

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

$$\frac{\text{sum insured}}{\text{market value}} \times \text{assessed loss}$$

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**.

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

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

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

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

6. Pay for other benefits and optional cover

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

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

5. What Happens to Your Vehicle

1. Recovered vehicles

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

2. Damaged vehicles

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

6. Parts Used to Repair Your Vehicle

1. Replacement parts

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

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

2. Betterment

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

Age of vehicle/years	Rate of betterment
Less than 5 years	0%
5	15%
6	20%
7	25%
8	30%
9	35%
10 and above	40%

To determine the rate of betterment to be applied, the age of **your vehicle** will be calculated based on how it was originally registered in Malaysia:

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

7. Undamaged Areas

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

8. Three (3) Years Warranty for Workmanship on Repairs by Our Approved Panel Repairer

If **we** authorise and pay for **your vehicle** to be repaired at **our** approved **panel repairer** under this **policy**, then **we** will provide a three (3) years warranty for **workmanship** on repairs from the date of completion of the repair.

However, **we** will not cover:

- repairs **you** authorised **yourself**
- repairs **you** arranged after **we** pay **you** the reasonable cost to repair **your vehicle** that is, after **we** have cash settle **your** claim
- loss or damage to or failure of any electrical or mechanical appliance or machine
- warranty on parts replaced or used in the repairs to **your vehicle**
- deterioration or wear and tear caused:
 - through passage of time
 - by use of **your vehicle**
 - by exposing **your vehicle** to the elements like rain or sun.

Section 9: Other Information You Need to Know

1. Changes You Can Make

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

1. You change your policy

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

2. You change your contact details

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

3. You may opt to cancel your policy

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

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

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

2. Changes We Can Make

1. We cancel your policy

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

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

3. Important Notice

1. **You** need to read this **policy** carefully, and if any error or incorrect description is found herein, or if the cover is not in accordance with **your** wishes, **you** should inform **us** immediately and return this **policy** to **us** for alteration.
2. If **you** are not satisfied with the course of action taken by **us** or decision made by **us**, **you** may seek recourse through **our** Complaints Management Unit and alternatively, may seek redress or assistance from the **Ombudsman for Financial Services (OFS)** or approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:

Complaints Management Unit
AmGeneral Insurance Berhad
Menara Shell
No. 211, Jalan Tun Sambanthan
50470 Kuala Lumpur
PO Box 11228, GPO Kuala Lumpur
50740 W.P. Kuala Lumpur, Malaysia
Tel : 03-2268 3333
Fax : 03-2268 2222

Ombudsman for Financial Services (OFS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : 03-2272 2811
Fax : 03-2272 1577

Laman Informasi Nasihat dan Khidmat
(LINK)
Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti Surat 10922
50929 Kuala Lumpur
Tel : 1300 88 5465
Fax : 03-2174 1515

Section 10: Definitions

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

Accessories	The standard factory-fitted tools of the vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule .
Accidental damage	Damage that is caused unintentionally to your vehicle . We cover accidental damage under Section 1: 'Loss or damage to your own vehicle'.
Act of terrorism	An act, including but <u>not</u> limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Adjuster	A person or entity registered under the Financial Services Act 2013 who is appointed by us to investigate the cause and circumstances of a loss and to determine the amount of loss.
Attempted theft	The damage caused by any person to your vehicle while attempting to remove your vehicle dishonestly from your possession without your consent.
Agreed value	The agreed value is the amount we agree to insure your vehicle for and the amount is shown in the schedule .
Authorised driver	Any person who drives your vehicle with your consent or permission provided he or she holds a valid driving licence of the relevant type and is <u>not</u> disqualified to drive by law or for any other reason.
Certificate of Insurance (CI)	This certificate is a prescribed form that we are required to issue to you under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the policy is issued.
Cheating	This follows the meaning as defined under Section 415 of the Penal Code which is as follows: Whoever by deceiving any person, whether or <u>not</u> 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 <u>not</u> do or omit to do if he were <u>not</u> so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to 'cheat'.
Criminal breach of trust	This follows the meaning as defined under Section 405 of the Penal Code which is as follows: Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".
Endorsement	The document that we issue to you to confirm any changes or extension of the coverage to the basic policy .
Excess	The amount that shall be borne by you first for each claim. The amount of the excess is shown in the schedule . You have to pay the excess irrespective of who is at fault in the incident .
Household	All members of your or your authorised driver's immediate family e.g. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof and who have the same residential address.
Incident	Any event which could lead to a claim under this policy .
Limitation as to use	As shown in the Certificate of Insurance (CI) , your vehicle can only be used for 'Social, domestic and pleasure purposes and for the policyholder's business' as declared by you . The CI also shows that 'The policy does <u>not</u> cover use for hire or reward, racing, pacemaking, reliability trial, speed-testing, the carriage of goods other than samples in connection with any trade or business'.

Market value	The reasonable cost to buy another vehicle of the same make, model, age and general condition similar to your vehicle at the time of loss. The market value of your vehicle at the time of loss would be determined according to the terms of the option that you had chosen at the time you purchased this policy . If you had opted for a Market Valuation System to determine your sum insured , then the market value would be based on that valuation system as described in the definition for Market Valuation System as below. However, if you had <u>not</u> opted for a Market Valuation System , then the market value of your vehicle in the event of dispute would be determined by the Head Office of the vehicle franchise-holder and this value should be equal to the cost of purchasing a replacement vehicle of the same make, model and age of your vehicle at the time of loss. If this valuation is <u>not</u> available or appears in our opinion to be unduly low or high, then valuation will be determined by an Adjuster registered under the Financial Services Act 2013, agreed by both you and us .
Market Valuation System	This refers to the motor vehicle Market Valuation System approved by Persatuan Insurans Am Malaysia (PIAM) to determine the market value of your vehicle at the time you purchased/renewed this policy as well as at the time of the loss. You can opt to use the valuation recommended by this system as the sum insured to avoid the consequences of under-insurance as described in Section 8(4). Alternatively, you may choose to determine the sum insured yourself but you would be subject to under-insurance clause as described in Section 8(4) if your vehicle is under-insured.
Minimum premium	The minimal premium described in the Schedule .
Ombudsman for Financial Services (OFS)	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.
Panel repairer	An approved motor panel repairer who is appointed and approved by us and who is also approved by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS). Note that <u>not</u> all the PIAM Approved Repairers Scheme (PARS)'s repairers are our panel repairer .
Passenger	Any person who is being carried in/on your vehicle ; who is <u>not</u> the driver of the vehicle .
Policy	Policy includes: <ul style="list-style-type: none"> • the Schedule • the Certificate of Insurance (CI) • all Endorsements attached to the policy • Policy wording • your disclosures during application of insurance and/or any subsequent disclosures.
Policy documents	All correspondences and notices related to your policy e.g. schedule , CI , renewal, cancellation and claims notices.
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.
Repairer	A motor repair workshop who is approved by us or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that we have given you special permission to use for a claim.
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, roundabouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use'.
Schedule	This document shows your name and address, the period of insurance , the sections of this policy which apply, the premium you have paid, the vehicle which is insured, the sum insured and details of any extensions or endorsements .
Sum insured	The maximum sum that we will pay you for a claim under Section 1 and 3 of this policy . This amount is as shown in the schedule . The sum insured must be sufficient to cover the cost to replace your vehicle in the event it is completely destroyed in an incident or if your vehicle is stolen and <u>not</u> recovered.
Total loss	When we decide that your vehicle is 'beyond economical repair' or when your vehicle has been stolen and <u>not</u> recovered and we decide to pay you the agreed value or market value that applies to your policy or replace your vehicle with one of the same make, model, age and general condition.
We/our/us	AmGeneral Insurance Berhad
Workmanship	The skill and knowledge with which the damage was repaired and reflects the quality and reliability of the repair. The cost of parts is excluded.
You/your/yourself	The policyholder or person described in the schedule as 'The Insured'.
Your vehicle / The vehicle / Car	The motor vehicle described in the schedule and includes the manufacturer's standard options and accessories fitted to it and any other non-standard options or descriptions that are specifically listed in the schedule .