

# PERFECT RIDER PLUS



## Perfect Rider Plus Insurance Policy

**AmGeneral Insurance Berhad** 197801007153 (44191-P)

*A member of the AmBank Group*

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# PERFECT RIDER PLUS

## Insurance Policy

STAMP DUTY PAID

**WHEREAS** the Insured by an application and declaration which are duly incorporated herein has applied to AmGeneral Insurance Berhad for the insurance contained in this Policy and has paid the premium stated in the Schedule as consideration for such insurance for the period stated therein.

**NOW THIS POLICY WITNESSETH:** That subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided:

The Company hereby agrees with the Insured that if at any time during the Period of Insurance or during any subsequent period for which the Insured pays and the Company shall agree to accept the premium, the Insured and/or Insured Person(s) as the driver and/or passenger while driving or riding, boarding or alighting from the vehicle named in the Schedule (hereinafter referred to as the "Named Vehicle") shall sustain Bodily Injury caused by accidental means which directly and independently of all other causes resulted in death or disablement, then the Company will pay the sum/sum insured specified in the Schedule and in accordance to the Table of Compensation in this Policy.

In addition, the Company will provide coverage on other benefits as specified in this Policy up to the sum/sum insured specified in the Schedule.

## 1 Definitions

1. **We / Us / AmGeneral / the Company** means AmGeneral Insurance Berhad.
2. **Schedule** means the Policy Schedule, which is attached to and forms part of this Policy.
3. **Insured / You / Your** means the person/association/corporation/company as named in the Schedule and is the registered owner of the Named Vehicle.
4. **Insured Person(s)** means the driver and/or passenger with the permission of the Insured driving or riding as passenger boarding or alighting from the Named Vehicle.
5. **Period of Insurance** means the specified insurance commencement date until its expiry date for the insurance coverage as stated in the Schedule.
6. **Medical Practitioner** means a physician qualified with a degree in Western Medicine who is legally licensed and duly qualified to practise medicine and surgery, but excluding a physician who is the Insured himself, or the spouse or lineal relative of the Insured.
7. **Territorial Limit** – Coverage is limited to Malaysia, the Republic of Singapore and Negara Brunei Darussalam unless specified otherwise under the respective benefits covered in this Policy.
8. **Hospital** means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having twenty-four (24) hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
9. **Loss of sight** means total and irrecoverable loss of sight rendering the Insured and/or Insured Person(s) absolutely blind in the eye and beyond remedy by surgical and other treatment.
10. **Loss of speech** means total permanent inability to communicate verbally.
11. **Loss of hearing** means total permanent and irrecoverable loss of hearing.
12. **Attended to** means the Insured / Insured Person is present in the Named Vehicle or within a distance and shall have control over the Named Vehicle.
13. **On the road** means any road, driveway or car park area.
14. **Brawl** means a noisy disorderly and often violent quarrel or fight whether provoked or unprovoked.
15. **Demonstration** means a manifestation of grievances support or protest by public rallies and parades.

### 1. ACCIDENTAL DEATH

When bodily injury results in loss of life of the Insured and/or Insured Person(s) in the Named Vehicle within twelve (12) calendar months from the date of accident the Company will pay the benefit according to the plan selected as per Schedule.

### 2. PERMANENT DISABLEMENT

When bodily injury does not result in loss of life of the Insured and/or Insured Person(s) in the Named Vehicle within twelve (12) calendar months from the date of accident but does result in any of the following losses within the said twelve (12) calendar months, the Company will pay for loss of the following according to plan selected as stated in Schedule.

**Table of Compensation**

Description of Disablement Compensation	Compensation (Percentage (%) of Principal Sum Insured)
Loss of both hands or both feet or sight of both eyes	100
Loss of one hand and one foot	100
Loss of either hand or foot and sight of one eye	100
Total paralysis (from the neck down)	100
Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100
Loss of four fingers and thumb in one hand	50
Loss of either hand or foot	50
Loss of hearing of both ears	50
Loss of speech	50
Loss of sight of one eye	50
Loss of all toes	50

Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentages payable under Permanent Disablement benefit in respect of any one accident shall not exceed 100% of the sum insured specified in the Schedule for any one person.

In the event of a Permanent Disablement claim which subsequently result in death of the Insured and/or Insured Person in respect of the same accident, the total amount payable shall not exceed the principal sum for Accidental Death.

### 3. MEDICAL EXPENSES, CORRECTIVE DENTAL AND/OR COSMETIC SURGERY AND/OR AMBULANCE FEES

#### a) MEDICAL EXPENSES

When by reason of accidental bodily injury, the Insured and/or Insured Person(s) shall require treatment by a Medical Practitioner, confinement in a Hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred within fifty-two (52) weeks from the date of accident for such treatment, hospital charges and nursing fees.

#### b) CORRECTIVE DENTAL AND/OR COSMETIC SURGERY

Corrective Dental and/or Cosmetic Surgery is payable if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon after an accidental bodily injury. This benefit shall be limited to the actual expenses reasonably incurred for such treatment and provided surgical operation is performed within six (6) calendar months from the date of accident.

#### c) AMBULANCE FEES

The Company will reimburse ambulance fees incurred for transporting the Insured and/or Insured Person(s) to and/or from the Hospital when necessary.

The total amount payable under Benefit 3 is limited to sum specified in the Schedule per person for any one accident.

#### **4. HOSPITAL INCOME**

The Company will pay a daily cash allowance to the Insured and/or Insured Person(s) for the period of hospitalisation not exceeding sixty (60) days per year. This benefit is payable to the Insured and/or Insured Person as a result of accidental bodily injury requires hospitalisation in a Hospital for more than twenty-four (24) hours and such hospitalisation occurs within fourteen (14) days from the date accident.

In the event the Period of Insurance is less than one (1) year, the sixty (60) days' hospitalisation time limit shall be apportioned accordingly.

#### **5. BEREAVEMENT ALLOWANCE**

The Company will pay the sum specified in the Schedule as Bereavement Allowance to the Insured's and/or Insured Person(s)' next of kin or legal representative upon valid claim payable under Benefit 1 (Accidental Death).

In the event the Insured suffers death due to Ebola, SARS, Japanese Encephalitis (JE), Chikungunya, Malaria and Dengue, the sum insured under this benefit will be doubled and is payable provided it is not a declared pandemic in Malaysia.

#### **6. COMPASSIONATE FLOOD EXPENSES**

The Company will pay to the Insured the actual expenses incurred up to the sum specified in the Schedule for any one (1) incident and any one (1) period of insurance as Compassionate Flood Expenses due to damages caused by flood to the Named Vehicle as stated in the Schedule. The Insured must submit to the Company a police report on the flood incident and the original receipts for the expenses incurred.

#### **7. OUTSTANDING CREDIT CARD BALANCE**

The Company will pay the amount required to repay the Insured's outstanding credit card billing balance which shall include interest in arrears until and including the date of accident in the event the Insured suffers death due to accident, up to the sum specified in the Schedule.

This benefit will be payable to the Insured's next-of-kin or legal representatives. However, this benefit is only payable to the individual Insured who has credit card(s) under his/her personal name (excluding balance by supplementary cardholder(s)). This benefit shall not be payable where the association, corporation or company is the Insured under this Policy.

#### **8. DOUBLE INDEMNITY**

The Company will pay double the sum insured on Death or Permanent Disablement if the Insured and/or Insured Person(s) suffers either death or permanent quadriplegia or permanent total paralysis from the neck down in an accident involving the Named Vehicle and such accident occurs during a national public holiday in Malaysia.

#### **9. VEHICLE BREAKDOWN ASSISTANCE AND TOWING SERVICE (WITHIN MALAYSIA ONLY)**

The Insured under this Policy is entitled to the Vehicle Breakdown Assistance and Towing Service benefit, provided by the Company or service provider assigned by the Company 24 hours a day, 365 days a year within Malaysia only. This benefit will be rendered to the Insured/driver of the Named Vehicle specified in the Schedule in the event of a breakdown to the Named Vehicle during the Period of Insurance. The Insured/driver of the Named Vehicle must call the 24-hour toll free number 1 800 88 3833 to request for the necessary assistance. The vehicle breakdown assistance and towing service is for an unlimited number of events.

If the Named Vehicle has broken down, the Company will provide these services at no cost to the Insured/driver;

- Changing of flat tyres
- Replacing battery (if a new battery is required, this will be at Insured's/driver's expense)
- Jump starting of Named Vehicle's engine

The cost of all other minor or major repairs including replacements parts carried out at breakdown site or service provider's workshop is to be negotiated and agreed upon between Insured/driver and the service provider. These costs will be Insured/driver's responsibility.

If the Named Vehicle requires breakdown towing to complete repairs, We will arrange towing to the nearest service provider or to Insured's/driver's specified destination and agreed by Us within the distance limit specified in the Schedule. Any incurred summons and/or compound from any authorities and parking fees (if any) are not covered.

The Named Vehicle will not be covered for the Breakdown and Towing Assistance if:

- a) the vehicle has no engine or transmission, for purpose of disposing off vehicle or towing from one workshop to another.
- b) the vehicle is in any remote area or non-gazetted road e.g. estate, plantation, jungle, basement & roof top parking area.
- c) any Act of God, catastrophes, adverse weather conditions and other factors which may be beyond the Company or service provider's control in rendering the necessary services.
- d) if there is a power failure or mishap that may not permit the Company or service provider to render the necessary services.

#### **10. CAR REPLACEMENT EXPENSES**

The Company will pay to the Insured the actual expenses incurred up to the sum specified in the Schedule per incident as car replacement expenses in the event of total loss or theft claim to the Named Vehicle. For reimbursement, the Insured must provide proof to the Company that the total loss or theft claim is paid/settled and the original receipt from a licensed car rental company must be submitted to the Company.

#### **11. COMPASSIONATE ALLOWANCE FOR VEHICLE TOTAL LOSS DUE TO VEHICLE COLLISION OR THEFT**

In the event of total loss due to vehicle collision or theft claim to the Named Vehicle, the Company will pay an amount equivalent to 10% of the Named Vehicle's sum insured covered under the private vehicle motor comprehensive or third party, fire and theft insurance policy up to the sum specified in the Schedule per incident. This benefit is only payable if the Named Vehicle is insured under private vehicle motor comprehensive or third party, fire and theft policy with the AmGeneral and the motor claim is paid/settled.

#### **12. TAXI AND CAR RENTAL EXPENSES**

In the event of breakdown involving the Named Vehicle while in Malaysia and should the Insured and/or Insured Person require taxi or car rental, the Company will pay the actual expenses incurred up to the sum specified in the Schedule per incident.

For car rental expenses, the Company will only pay if

- a) the Named Vehicle suffers breakdown one hundred (100) kilometres from the Insured's/driver's permanent home address in Malaysia and the incident occurs during his/her business or leisure trip; and
- b) repair takes more than forty-eight (48) hours.

Reimbursement under this benefit is limited to three (3) times a year and original receipt from the licensed taxi and car rental company/operator must be submitted to the Company for reimbursement.

Unless the vehicle breakdown assistance and towing service is specifically excluded under Benefit 9, this benefit is only payable if the vehicle breakdown assistance and towing service is rendered by the Company or service provider assigned by the Company.

#### **13. HOTEL ACCOMMODATION EXPENSES FOR VEHICLE BREAKDOWN IN MALAYSIA**

In the event of breakdown involving the Named Vehicle in Malaysia and should the Insured and/or Insured Person require hotel accommodation, the Company will pay the actual expenses incurred up to the sum specified in the Schedule per incident only if

- a) the Named Vehicle suffers breakdown one hundred (100) kilometres from the Insured's/driver's permanent home address in Malaysia and the incident occurs during his/her business or leisure trip; and
- b) repair takes more than forty-eight (48) hours.

Reimbursement under this benefit is limited to three (3) times a year and original receipt from the licensed hotel operator must be submitted to the Company for reimbursement.

Unless the vehicle breakdown assistance and towing service is specifically excluded under Benefit 9, this benefit is only payable if the vehicle breakdown assistance and towing service is rendered by the Company or service provider assigned by the Company.

#### **14. HOTEL ACCOMMODATION EXPENSES FOR VEHICLE BREAKDOWN IN THE REPUBLIC OF SINGAPORE**

In the event of breakdown involving the Named Vehicle while in the Republic of Singapore during Insured's and/or Insured Person's business or leisure trip and should the Insured and/or Insured Person require hotel accommodation, the Company will pay the actual expenses incurred up to the sum specified in the Schedule per incident. This benefit is payable if the repair takes more than 24 hours from the time of breakdown and the following documents are submitted to the Company:

- a) confirmation in writing from the attending licensed repairer that the repair requires more than twenty-four (24) hours and to provide the breakdown details.
- b) original receipts from the vehicle repairer and licensed hotel operator.

Reimbursement under this benefit is limited to three (3) times a year.

#### **15. REFERRAL ASSISTANCE PROGRAM**

The Insured under Plan A, B and C of this Policy is entitled to the Referral Assistance Program, arranged by AmGeneral with Asia Assistance Network (M) Sdn Bhd (AAN), 24 hours a day, 365 days a year within Malaysia only. This benefit will be rendered to the Insured/driver of the Named Vehicle during the Period of Insurance. The Insured/driver of the Named Vehicle must call Kurnia Auto Assist using our 24-hour toll free number 1 800 88 3833 to request for the referral assistance services. The Company shall not be responsible or liable in any way whatsoever in the event of any failure by AAN to render the services or any negligence or wilful default due to any reason whatsoever on the part of AAN in rendering the services. The Company may change the service provider from AAN to another service provider at any time by giving notice of the change. The list of referral assistance services under this benefit are as follows:

##### **a) Taxi and Car Rental Assistance**

In the event of breakdown involving the Named Vehicle, upon request from the Insured and/or Insured Person, AAN shall assist to arrange for taxi transfer and/or referral to a car rental company.

The Insured and/or Insured Person shall pay for the expenses incurred and obtain reimbursement from the Company under Benefit 12 (Taxi and Car Rental Expenses), subject always to the benefit sum insured, terms and conditions.

##### **b) Arrangement for Hotel Accommodation**

In the event of breakdown involving the Named Vehicle, upon request from Insured and/or Insured Person, AAN shall assist to arrange for hotel reservation. The Insured and/or Insured Person shall pay for the expenses incurred and obtain reimbursement from the Company under Benefit 13 (Hotel Accommodation Expenses for vehicle breakdown in Malaysia), subject always to the benefit sum insured, terms and conditions.

##### **c) Arrangement for Emergency Evacuation**

In the event the Insured and/or Insured Person is hospitalised following a vehicle breakdown or accident involving the Named Vehicle, upon request, AAN shall arrange to transfer the Insured and/or Insured Person from an inadequate medical facility to the nearest adequate medical facility. The Insured / Insured Person shall pay for the expenses incurred. All emergency evacuation expenses incurred as a result of vehicle breakdown shall be borne by the Insured and/or Insured Person. For Emergency evacuation expenses as a result of an accident, the Insured and/or Insured Person may obtain reimbursement from the Company under Benefit 3c (Ambulance Fees), subject always to the benefit terms and conditions.

##### **d) Referral to Service Centre and Car Rental Company**

Insured or driver may contact AAN to arrange for appointment with or referral to the nearest repair and service centres in Malaysia for car servicing or repair. Should the Insured/driver require a car replacement in the event of accident involving the Named Vehicle, AAN shall arrange for referral to the nearest car rental company in Malaysia.

All cost to be borne by Insured/driver.

##### **e) Emergency Message Transmission**

In the event of breakdown or accident involving the Named Vehicle, upon request, AAN shall assist the Insured/driver in keeping his/her family informed.

#### **16. COMPASSIONATE COVER FOR SMASH AND GRAB**

In the event the Named Vehicle's window and/or windscreen is/are broken by any third party by use of force whilst the Named Vehicle is Attended to On the road, We will:

- i) pay the Insured the lump sum specified in the Schedule as compassionate allowance. Our liability under Benefit 16(i) shall be limited to one (1) claim in any one (1) period of insurance.

- ii) pay the Insured and/or Insured Person the lump sum specified in the Schedule as compassionate allowance limited to one (1) claim in any one (1) period of insurance for loss or damage to Insured and/or Insured Person's personal effects and/or loss of cash in their possession.

When making a claim, a police report which includes the details of the event and losses suffered by the Insured Person is required. The Insured / Insured Person must make a police report within twenty-four (24) hours from the time of the incident except for reasons acceptable to Us.

## 17. CAR LOAN PROTECTION

In the event of a claim admissible under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement), for Insured only, We will pay to the Insured or Insured's legal representatives the hire purchase instalments payable for the Named Vehicle which shall include all principal and interest due for the next instalments up to the benefit amount specified in the Schedule.

If the claims settlement amount exceeds the instalment amount payable under the Hire Purchase Agreement, We shall pay the balance of the claims settlement amount to the Insured or Insured's legal representatives.

The Insured or Insured's legal representatives must submit to Us a copy of the Hire Purchase Agreement and latest Statement of Account.

In the event the Named Vehicle is not under hire purchase, We shall then pay the benefit payable as specified under the Schedule lump sum to the Insured or Insured's legal representatives.

## 18. INTERNATIONAL ASSISTANCE

In the event of vehicle breakdown involving the Named Vehicle while in the Republic of Singapore, Negara Brunei Darussalam or Thailand (within 60 kilometres from the Malaysian border), the Insured/driver is entitled to free breakdown towing services to the nearest workshop chosen by the Company or its assigned service providers within the Republic of Singapore, Negara Brunei Darussalam or Thailand. The Insured/driver of the Named Vehicle must call 03-2268 5655 (charges apply) to request for assistance.

If the repair is unable to be carried out for the Named Vehicle in the Republic of Singapore, Negara Brunei Darussalam or Thailand and/or upon the request of the Insured/driver, the Company or its assigned service provider may assist in making the necessary arrangements for the repatriation of the Named Vehicle to the Malaysian border. However, all repatriation expenses of the Named Vehicle shall be borne by the Insured/driver.

The Company or its assigned service provider shall not provide its services under the following circumstances:

- a) Towing services not organised directly by the Company or its assigned service provider.
- b) Cost of repair or replacement of parts and components in the workshop or service centre.
- c) Lack of mechanical parts, engine or transmission in the Named Vehicle.
- d) Towing for the reason of disposing of the Named Vehicle.
- e) Towing of discovered stolen, burned or abandoned Named Vehicle.
- f) Towing for the reason of transferring the Named Vehicle from one workshop to another workshop.
- g) Lack of road tax disc displayed on the Named Vehicle.
- h) Towing of the Named Vehicle after it has been sent for a spray job.
- i) Towing or breakdown assistance due to natural catastrophic events or Act of God such as earthquake, flood, typhoon and windstorm.
- j) The Named Vehicle is or has been modified for participation in rally or racing, or if the Named Vehicle has been modified against government regulations.
- k) Failure of the Insured/driver to take reasonable precautions or to follow warnings of any intended strike, riot or civil commotion via the mass media.
- l) Any illegal or unlawful act done by the Insured/driver and/or the Named Vehicle passengers while using the Named Vehicle.
- m) Special towing and/or special equipment is required during the course of providing the towing services for the Named Vehicle which, based on the Company's or its assigned service provider's reasonable assessment, are deemed high risk and/or reasonably impracticable, e.g. when the car or car tyre falls into the drain or river.
- n) The Named Vehicle is in any remote area or on an unpaved road surface or on a road that is not a gazetted road e.g. estate, plantation, jungle, basement and roof top parking area.
- o) The Named Vehicle can still be driven or is in a condition that can still be driven.
- p) The breakdown of the Named Vehicle results from filling the vehicle fuel tank with fuel that is not designed for the vehicle.
- q) Towing of the Named Vehicle due to motor vehicle accident.



## 3

### Special Provisions

1. The Accidental Death and Permanent Disablement Benefit is extended to cover the Insured twenty-four (24) hours a day worldwide irrespective of whether he or she is in the Named Vehicle or not. If the Named Vehicle is registered under association/corporation/company, the Named Vehicle owner as the Insured may nominate a person to be covered under this extended coverage/benefit.
2. In the event that the actual number of passengers in the Named Vehicle exceeds the number stated in the Schedule, the Company's Limit of Liability per person under all benefits except Benefit 6, 7, 9 to 14, 16 and 17 will be reduced by the ratio of actual number of passengers to that of the number of passengers declared. The limitation shall not apply to the driver.

## 4

### Exclusions

This Policy does not provide coverage under any of the following circumstances:

1. loss caused directly or indirectly, wholly or partly
  - a) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - b) by any kind of disease or sickness of any kind except the named diseases as specifically covered under Bereavement Allowance Benefit, subject to the specific terms and circumstances as detailed in the said benefit;
  - c) by medical or surgical treatment (except such as may be necessary as a result of bodily injuries covered by this Policy and performed within the time provided in the Policy);
  - d) childbirth, miscarriage, pregnancy or any complications thereof;
  - e) if You or Your Authorised Driver is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances to such an extent that You or Your Authorised Driver is incapable of having proper control of the Vehicle. You or Your Authorised Driver shall be deemed as incapable of having proper control of the 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.
  - f) while the Named Vehicle is used for illegal activities/business or as an unlicensed carrier.
2. any bodily injury which shall result in hernia.
3. intentional self-inflicted injuries, insanity, suicide or any attempt thereat (sane or insane).
4. loss happening outside the Territorial Limit.
5. loss occasioned by war, invasion, act of foreign enemies, hostilities or warlike operation (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.

This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The Insured shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes.
6. loss occasioned while the Named Vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
7. loss directly or indirectly caused by or contributed by or arising from ionisation, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self-sustaining process of nuclear fission.
8. You or Your Authorised Driver does not have a valid driving licence to drive the Vehicle. This will not apply if You or Your Authorised Driver has an expired licence but is not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
9. while committing or attempting to commit any unlawful act.
10. death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
11. any pre-existing conditions or physical defect or infirmity, fits of any kind.

12. the Insured flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route, the Insured engaging in water-skiing, scuba-diving and any underwater activities involving use of underwater breathing apparatus, hunting, drowning, mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse riding, wrestling, boxing, racing of any kind other than on foot, death or disablement caused directly or indirectly by provoked murder or assault, food poisoning, insect, snakes, vermin and animal bites. However, the named diseases as specifically covered under the Bereavement Allowance Benefit are covered under the specific circumstances as detailed in the said benefit.
13. loss, damage or liability to the Named Vehicle or caused by the Named Vehicle during the breakdown assistance and towing service.
14. while the Insured and/or Insured Person is participating in a Brawl or strike, riot, civil commotion or Demonstration.

## 5

### Conditions

#### 1. THE CONTRACT

This Policy and Schedule shall be read together as one contract and constitute the entire contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

#### 2. CONDITION PRECEDENT TO LIABILITY

The Insured / Insured Person shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person and which affects the liability of the Company to make payment under this Policy.

#### 3. CHANGES IN POLICY

Any changes in this Policy shall be invalid unless approved by an authorised officer of the Company and such approval must be endorsed hereon.

#### 4. CLAIMS

- a) On the happening of any accident for which compensation is payable under this Policy the Insured / Insured Person shall immediately employ the services of a Medical Practitioner and undergo any treatment such practitioner shall deem necessary.
- b) Upon the happening of any accident likely to give rise to a claim under this Policy the Insured and/or Insured Person(s) shall within fourteen (14) days after the happening of the accident give notice to the Company and furnish full particulars of the accident and injury. The death of the Insured and/or Insured Person(s) shall be established by an official Death Certificate or in the event of his/her disappearance following an accident, by a Court presuming his/her death.
- c) After the occurrence of any accident under which a claim has arisen or may arise the Insured shall use the best endeavours to preserve any appliances or things whether damaged or defective or otherwise which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be made to any article concerned with or involved in the accident without the prior consent in writing of the Company. The Insured and/or Insured Person(s) shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured and/or Insured Person(s) the defense of any claim or to prosecute in the name of the Insured and/or Insured Person(s) at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claims and the Insured and/or Insured Person(s) shall give all such information and assistance as the Company may require.
- d) All certificates, accounts receipts, documents, information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and such nature as the Company shall prescribe.

#### 5. MEDICAL EXAMINATION

The Company shall have the right and opportunity to examine the Insured and/or Insured Person(s) as often as may be reasonably required during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of accidental death where it is not forbidden by law.

## 6. TWO OR MORE POLICIES

If at the time of any claim arising under Benefit 3, 6, 7 and 10 to 14 of this Policy there shall be any other insurances whether with this Company or other insurance companies covering the same risk or any part thereof, the Company shall not be liable for more than its rateable proportion thereof.

## 7. CANCELLATION BY THE INSURED

This Policy may be cancelled by the Insured on fourteen (14) days' notice in writing to the Company. We will retain the premium according to the short-period table for the period the Policy has been in force and refund to the Insured the unexpired portion of the Policy period, provided no claim has been made during the Period of Insurance.

Period Insured Not Exceeding	Percentage (%) of Refund of Annual Premium
1 month	80
2 months	70
3 months	60
4 months	50
5 months	40
6 months	30
7 months	25
8 months	20
9 months	15
10 months	10
11 months	5
Period exceeding 11 months	No refund

## 8. CANCELLATION BY THE COMPANY

The Company may cancel this Policy at any time by giving fourteen (14) days' written notice by registered letter to the Insured's address as last known to the Company and will state when such cancellation shall be effective. The Company will return the pro rata unearned portion of any premium paid by the Insured. Such cancellation shall be without prejudice to any claim originating prior thereto.

## 9. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to Arbitrator under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 10. GOVERNING LAW

The indemnity expressed in this Policy shall not apply to or include:

- compensation for damages in respect of judgment not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
- costs and expenses of litigation recovered by claimant from the Insured that are not incurred in and recoverable in Malaysia.

## 11. COMPLIANCE ON MOTOR INSURANCE COVER

This Policy will automatically become null and void if the Named Vehicle as specified in the Schedule is no longer insured under a private vehicle motor Policy.

## 12. MISREPRESENTATION/FRAUD

The Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured which the Insured knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgment of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the Company.

## 13. PERIOD OF COVER AND RENEWAL CONDITION

This Policy shall lapse/terminate at midnight (standard Malaysian time) on the last day of the Period of Insurance and is renewable from year to year by mutual agreement between the Insured and the Company. This Policy will be subject to revision at the Policy anniversary, which shall be one year after the effective date and annually thereafter.

However, this Policy is not renewable on the occurrence of any of the following:

- a) non-payment of premium, or
- b) on the death of the Insured, or
- c) the Insured has claimed on Permanent Disablement Benefit, or
- d) the Named Vehicle is no longer insured under a private vehicle motor Policy.

## 14. DUTY OF DISCLOSURE

### Consumer Insurance Contracts

- a) Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the Insured knew to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied; otherwise, it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- b) The Insured Person also has duty to tell Us immediately if at any time after this Policy contract has been entered into, varied or renewed with Us, any of the information given for this Policy contract is inaccurate or has changed.

## 15. TERMINATION OF POLICY

This Policy shall automatically terminate/lapse upon Insured's death or when the Insured has no ownership/insurable interest in the Named Vehicle. The Company upon receiving notice in writing from the Insured / Insured's legal representative/next-of-kin will cancel this Policy. We will retain the premium according to the short-period table for the period the Policy has been in force and refund to the legal representative for the unexpired portion of the Policy period, provided no claim has been made during the Period of Insurance.

# 6

## ***Clauses And Endorsements to be attached and read as part of the Policy (applicable only if specified in the Policy Schedule)***

### **SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION**

Nominated Account shall mean the account nominated by the Insured in the Auto Renewal Instruction Form/Proposal Form, or as subsequently instructed by the Insured in writing, from which premiums for this Policy are to be debited or charged.

#### Premium

- a) Premium as stated in the Policy Schedule shall be due on the effective date of Policy. If payable yearly, on each Policy anniversary date and if payable monthly, on the same date of each month thereafter. If the month for which premium is due does not have a corresponding date, then the premium shall be paid on the last day of that month.
- b) Premium will be charged to the Insured's Nominated Account when due.
- c) Payment of premium when due automatically renews the Policy. No renewal documents are issued and the existing Policy is the evidence of valid cover.

#### Automatic Termination

- a) This Policy shall terminate immediately on the termination of the Insured's Nominated Account to which premium payable for this Policy is charged.
- b) Non-payment of premium when due.

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 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 recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:

**a) 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 : +603-2268 3333

Fax : +603-2268 2222

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

Level 14, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel : +603-2272 2811

Fax : +603-2272 1577

**c) Laman Informasi Nasihat dan Khidmat (LINK)**

Tingkat Bawah, Blok C

Bank Negara Malaysia

Peti Surat 10922

50929 Kuala Lumpur

Tel : 1300 88 5465

Fax : +603-2174 1515