

## AUTO SHIELD INSURANCE POLICY

**WHEREAS** the Insured by a written proposal and declaration furnished by the Insured for the purpose of obtaining this insurance and which shall be the basis of this Contract and is deemed to be incorporated therein has applied to **AmGeneral Insurance Berhad** for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule in accordance with the laws of Malaysia as consideration for such Insurance afforded in respect of such injuries or other contingencies as specified in the Policy Schedule applies to 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 Policy.

**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:

### DEFINITIONS

1. **We/Us/The Company/Our** means AmGeneral Insurance Berhad.
2. **Policy Schedule** means the Schedule, which is attaching to and forming part of this Policy.
3. **Insured / You / Your** means the Person / Association / Corporation / Company as named in the Policy Schedule or the nominated driver for Association/Corporation/Company registered vehicle.
4. **Insured Person(s)** means the driver and/or passenger with the permission of the Insured is driving or riding as passenger boarding or alighting from the vehicle named in the Policy.
5. **Period of Insurance** means the specified insurance commencement date till its expiry date for the insurance coverage as stated in the Policy Schedule.
6. **Accidental Death or Bodily Injury** refers to any event of accidental violent external and visible means which shall independently of any other cause result in death or permanent disablement of the Insured and/ or the Insured Person(s).
7. **Accident to the Named Vehicle** refers to an event or series of events arising out of one cause which gives rise to damage to the Named Vehicle and which is covered under the corresponding Comprehensive Private Vehicle Insurance Policy.
8. **Medical Practitioner** means a physician qualified with a degree in Western Medicine who is legally licensed and duly qualified to practice medicine and surgery.
9. **Panel Workshop** refers to the approved vehicle repairers under the Company's Auto Panel Workshop Scheme. As the list may change from time to time, the Panel Workshop listed at the time of the accident will apply.
10. **Own Damage** refers to damage to the Named Vehicle, including Own Damage Knock for Knock (OD KFK) Claims where No Claim Discount (NCD) is not forfeited. Own Damage excludes Actual Total Loss, Beyond Economic Repair & Theft Claims.
11. **Betterment** means when in the course of repairing an accident-damaged vehicle, an old part is replaced with a new franchise part. In line with the principle of indemnity, the Insured has to bear the difference in costs as the Insured is in a better position after the accident with the replacement of new franchise part

12. **Territorial Limit** - Coverage is limited to Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

### SECTION A - BENEFITS

The insurance afforded is only in respect of bodily injuries which, directly and independently of all other causes resulted in death, permanent disablement, and/or medical expenses incurred as stated in the Table of Benefits.

TABLE OF BENEFITS				
Item	Type of Benefits	Plan A Sum Insured (RM)	Plan B Sum Insured (RM)	Plan C Sum Insured (RM)
1.	Accidental Death (per person)	30,000	75,000	120,000
2.	Accidental Permanent Disablement (per person)	30,000	75,000	120,000
3.	Medical Expenses, Corrective Dental and/or Cosmetic Surgery and/or Ambulance Fees (per person)	2,000	2,000	2,000
4.	Hospital Income (Up to a maximum of 30 days per year per person)	50 per day	50 per day	50 per day
5.	Funeral Allowance (per person)	1,000	1,000	1,000

#### 1. ACCIDENTAL DEATH

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

#### 2. ACCIDENTAL PERMANENT DISABLEMENT

When bodily injury does not result in loss of life of the Insured and/or Insured Person(s) of 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, We will pay for loss of the following according to plan selected.

#### TABLE OF COMPENSATION

Both Hands or Both Feet or Sight of Both Eyes	100%	}	of Sum Insured of Benefit Item 2 (Accidental Permanent Disablement) in the Table of Benefits
One Hand and One Foot	100%		
Either Hand or Foot and Sight of One Eye	100%		
Either Hand or Foot	50%		
Sight of One Eye	50%		

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"Loss" as above used with reference to hand or foot means the permanent total loss of use of an entire leg or foot, arm or hand and as used with reference to eyes, means the entire and irrecoverable loss of sight. The occurrence of any specific loss for which compensation is payable under these benefits shall at once terminate all insurance under this Policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss. No compensation will be paid under any circumstances for more than one of the losses, the maximum amount, for which provision is made in these benefits.

Benefit Item 1 and 2 are 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. We shall agree with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period the Insured sustains any bodily injury caused by accidental violent external and visible means which shall solely and independently of any other cause result in death or permanent disablement, We will pay the Insured or to his/her legal personal representative the sum or sums of money stated in the Schedule and in accordance to the Table of Benefits provided in this Policy.

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

#### a) MEDICAL EXPENSES

When by reason of 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, We 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

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

**NOTE:** The total amount payable under Benefit Item 3 is limited to RM2,000 per person any one accident.

### 4. HOSPITAL INCOME

We will pay daily cash allowance to the Insured and/or Insured Person(s) for the period of hospitalisation not exceeding thirty (30) days per year whilst the insurance is in force and as a result of accidental bodily injury requiring hospitalisation in a registered hospital or government hospital provided that such hospitalisation occurs within fourteen (14) days of the accident. In the event the Period of Insurance is less than one (1) year, the thirty (30) days hospitalisation time limit shall be apportioned accordingly.

### 5. FUNERAL ALLOWANCE

We will pay RM1,000 for Funeral Allowance to the Insured's and/or Insured Person's next of kin or legal personal representative upon valid claims payable under Benefit Item 1 - Accidental Death.

## SECTION A - SPECIAL PROVISIONS

In the event that the actual number of passengers exceeds the number stated in the Schedule of the Policy, our Limit of Liability per person under Section A - Benefits will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared. The limitation shall not apply to the driver. Passengers aged three (3) years to fifteen (15) years old are entitled to 50% of all the benefits provided under Section A - Benefits.

## SECTION A – EXCLUSIONS

This insurance shall not cover:

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 other kind of disease;
  - 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) by childbirth or miscarriage;
  - 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 substance to such an extent that You and Your Authorised Driver are 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 vehicle is used for illegal activities or as an unlicensed carrier.
2. any bodily injury which shall result in hernia.
3. suicide or any attempt thereof (sane or insane).
4. loss happening outside the Territorial Limit.
5. loss occasioned by war, invasion, act of foreign enemy, 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, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. 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 radio-activity 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. if You or Your Authorised Driver do not have a valid driving licence to drive the Vehicle. This will not apply if You or Your Authorised Driver have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
9. any person under the age of three (3) years and over the age of seventy (70) years old.
10. death or permanent 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, disease or sickness of any kind.
12. the Insured flying or travelling in an aircraft other than as fare paying passenger with a licensed carrier on a scheduled domestic or international route (this is applicable to twenty four (24) hours a day worldwide cover rendered to Insured).
13. The Insured engaging in:  
Water-skiing, scuba-diving, underwater activities involving use of underwater breathing apparatus, hunting, mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse-riding, boxing, racing of any kind other than foot.

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### SECTION B - OPTIONAL BENEFITS (APPLICABLE FOR PRIVATE VEHICLES ONLY)

We hereby agree with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and We shall agree to accept the premium for the renewal of this Policy, We will pay or indemnify the Insured in accordance to the benefits as per Policy Schedule in the event of any accident to the Named Vehicle within the Territorial Limit as described in this Policy occurring during the Period of Insurance subject to all the terms and conditions, exclusions and endorsements applying to and forming part of this Policy.

**NOTE: Upon settlement of a claim under any of the benefits of Section B in this Policy, that benefit shall terminate automatically unless reinstated by full payment of an additional premium.**

#### 1. (a) DAILY INCONVENIENCE ALLOWANCE

- i. We will pay the allowance of RM50 per day up to ten (10) days whilst the Named Vehicle is in the custody of Our Panel Workshop after the accident.
- ii. The Named Vehicle must be sent for repairs at Our Panel Workshop within seven (7) days from the date of accident.

#### (b) EMERGENCY ACCOMMODATION EXPENSES AND / OR TRANSPORTATION COST TO HOTEL OR INSURED'S HOME

- i. We will reimburse the actual expenses incurred by the Insured for his/her daily hotel room rental including tax. We will also reimburse the transportation cost for the Insured to reach the hotel or to the Insured's home. The maximum sum of reimbursement under this benefit shall not exceed RM200. Original bill/receipt must be furnished to Us.

#### 2. VEHICLE SPRAY PAINTING EXPENSES

- i. We will reimburse the actual vehicle spray painting expenses incurred up to RM1,000. Original bill/receipt must be furnished to Us.
- ii. The spray painting must be done by Our Panel Workshop who also carries the repairing works on the Named Vehicle in correspondence to the own damage accident claim. The spray painting works must be carried out within fourteen (14) days from the date of Discharge Voucher of the corresponding own damage accident claim under the Comprehensive Private Vehicle Insurance.
- iii. Coverage applies only for vehicle aged ten (10) years and below.
- iv. Coverage is invoked in the event that a corresponding own damage accident claim on the Named Vehicle which involves repainting of the damaged part but does not allow for the spray-painting of the whole vehicle in its repair approval.

#### 3. REIMBURSEMENT OF BETTERMENT COST

- i. Coverage for betterment applies only if there is a corresponding own damage accident claim on the Named Vehicle from five (5) to ten (10) years old based on vehicle manufacturing date as per Vehicle Registration Card (RIMV card).
- ii. We will reimburse the actual betterment expenses incurred up to RM500 that the Insured paid to the Panel Workshop for the difference in cost between the old part(s) and the new franchise part(s). Original bill/receipt must be furnished to Us.
- iii. The replacement of new franchise parts must be done by Our Panel Workshop who also undertakes the repairing works on the Named Vehicle in connection with own damage accident claim.

#### 4. DAMAGE TO PERSONAL EFFECTS AND/OR CHILD'S CAR SEAT

- i. We will reimburse the Insured for any replacement to his/her personal belongings and/or Child's Car Seat fitted to the Named Vehicle whilst damaged in a road accident up to the limit as specified under the Policy Schedule.

Limit on Personal Effects - RM300

Limit on Child's Car Seat - RM350

### SECTION B - SPECIAL CONDITIONS

1. The Named Vehicle must be insured with Us under a Comprehensive Private Vehicle Policy.
2. Coverage under any one of Section B – Optional Benefits Item 1 to 4 herein is claimable only in the event of a corresponding own damage accident claim on the Named Vehicle made against the Insured's Comprehensive Private Vehicle Policy is payable by Us.

### SECTION B - EXCLUSIONS

This insurance is not payable:

1. for any loss, damage arising directly or indirectly from Storm Damage, Flood, Falling Object, Theft, Strike, Riot & Civil Commotion, and such like unless such claim is payable under the corresponding Comprehensive Private Vehicle Policy.
2. for defective design or defective repairs, normal wear and tear.
3. for second and subsequent claims made under this Policy unless reinstated by full payment of an additional premium.

### CONDITIONS (APPLICABLE TO SECTION A AND SECTION B)

1. CHANGES IN POLICY: Any changes in this Policy shall be invalid unless approved by Our authorised officer and such approval must be endorsed hereon.
2. TIME OF NOTICE OF CLAIM: Upon the happening of any accident likely to give rise to a claim under this Policy, the Insured shall within fourteen (14) days after the happening of the accident give notice to Us with full particulars of the accident and bodily injury. In the event of accidental death, immediate notice thereof must be given to Us.
3. AFTER THE OCCURRENCE OF ANY ACCIDENT: Where a claim has occurred or may occur the Insured shall use the best endeavours to preserve any appliances or objects 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 from Us. The Insured shall not without Our consent in writing repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and We shall be entitled if it so desires to take over and conduct in the name of the Insured the defense of any claim or to prosecute in the name of the Insured at Our own expense and for Our 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 shall give all such information and assistance as We may require.
4. SUFFICIENCY OF NOTICE: Such notice by or on behalf of the Insured, as the case may be given to Us with particulars sufficient to identify the Insured shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

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5. **MEDICAL EXAMINATION:** We shall have the right and opportunity to examine the Insured and/or Insured Person(s) as often as may reasonably be 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 Section A - Benefit Item 3 of this Policy there shall be any other insurances whether with Us or otherwise covering the same risk or any part thereof, We shall pay on reimbursement basis only and shall not be liable for more than the balance of the unpaid claims by the other Insurer(s). Subject always to the limit of liability as stated in this Policy.
7. **CANCELLATION BY THE INSURED:** If the Insured shall at any time cancel the vehicle registration or transfer the vehicle which is named in the Policy, We upon written request by the Insured will cancel this policy and return to the Insured the unearned premium. However, the earned premium shall be computed in accordance with Our short period rates at the time of cancellation.
8. **CANCELLATION BY THE COMPANY:** We may cancel this Policy at any time by giving fourteen (14) days written notice delivered to the Insured or mailed to his/her last known address as shown in Our records stating when thereafter such cancellation shall be effective. In the event of such cancellation, We 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. **COMPLIANCE WITH POLICY CONDITIONS:** 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 Our liability to make payment under this Policy.
10. **CONTRACT CLAUSE:** This Policy and Schedule shall be read together as one contract and constitutes 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.
11. **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 Us. If We 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.
12. **GOVERNING LAW:** The indemnity expressed in this Policy shall not apply to or include:
  - (a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
  - (b) costs and expenses of litigation recovered by claimant from the Insured that are not incurred in and recoverable in Malaysia.
13. **PERIOD OF COVER AND RENEWAL CONDITION:** This Policy is renewable from year to year by mutual agreement between the Insured and Us but 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 followings:
  - 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 Insured attains the coverage age limit specified.
14. **MISREPRESENTATION/FRAUD:** This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured and / or Insured Person, which the Insured and / or Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including Us) in determining the premium payable and/or determining if the risk should be accepted, with or without intention to defraud Us.
15. **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 knows 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.
16. **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.

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### CLAUSES AND ENDORSEMENTS to be attached and read as part of the Policy (applicable only if specified in the Policy Schedule)

#### ETC - EXCLUSION OF TERRORISM COVER

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism. For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

#### SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION

**Nominated Account** shall mean the account nominated by the Insured in the Auto Renewal Payment Instruction Form, or as subsequently instructed by the Insured in writing, to which premiums for this Policy 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 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.

## IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately 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