

auto**365**

THIRD PARTY FIRE & THEFT (TPFT) PREMIER



Enhanced Private Car Policy

Liberty General Insurance Berhad 197801007153 (44191-P)

Formerly known as AmGeneral Insurance Berhad

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(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.

Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).



1 800 88 3833



customer@kurnia.com



www.kurnia.com

auto365 Third Party Fire & Theft (TPFT) Premier

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

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1 auto365 Third Party Fire & Theft (TPFT) 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> If you intend to drive your vehicle into the Republic of Singapore, you are required by the Republic of 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).</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"> • in the event of at fault collision, we will decide whether to repair your vehicle or pay you in cash for the damage to your vehicle up to RM5,000 per incident • in the event of fire, explosion, lightning, burglary, housebreaking or theft incident, 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 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 or your authorised driver is legally liable for • 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 due to: <ul style="list-style-type: none"> • at fault accidental collision or overturning up to RM5,000 per incident • at fault collision or overturning caused by mechanical breakdown up to RM5,000 per incident • at fault collision or overturning caused by wear and tear up to RM5,000 per incident • fire, explosion or lightning • burglary, housebreaking or theft • 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 Third Party Fire & Theft (TPFT) 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 due to:

- At fault accidental collision or overturning up to RM5,000 per incident
- At fault collision or overturning caused by mechanical breakdown up to RM5,000 per incident
- At fault collision or overturning caused by wear and tear up to RM5,000 per incident
- Fire, explosion or lightning
- Burglary, housebreaking or theft

Liabilities to third parties

Other benefits	Additional driver
	Towing assistance in the event of an accident (up to 200km)
Optional cover	Legal liability to passenger(s)
	Extension of cover to the Kingdom of Thailand
	Extension of cover to Kalimantan
	Legal liability of passengers for negligent acts
Additional features	Auto assist helpline

Kurnia Auto Assist 1 800 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 road accident
- 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.

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 20 (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.

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	Sum Insured
• at fault accidental collision or overturning	up to RM5,000 per incident
• at fault collision or overturning caused by mechanical breakdown	up to RM5,000 per incident
• at fault collision or overturning caused by wear and tear	up to RM5,000 per incident
• fire, explosion or lightning	agreed value or market value at the time of loss
• burglary, housebreaking or theft	agreed value or market value at the time of loss

With respect to the **at fault** cover, the maximum amount payable shall not exceed RM5,000 per **incident**.

In the event of fire, explosion, lightning, burglary, housebreaking or theft:

- 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:

- consequential losses
 - any direct or indirect losses of any kind that may arise as a consequence of any **incident**.
- 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.
- 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.
- breakdown or malfunction of parts
 - any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakage to **your vehicle**.
- 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.
- 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.
- 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.
- 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.
- 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. 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.

3. 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
- 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 shall report each **incident** to the police.

2. What we pay

We decide whether to:

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

*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. Compulsory excess

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** was being driven by **you** or any person authorised by **you**:

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

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

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

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** is 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 to 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.*

- 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.*

- 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.

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Section 3: Other Benefits

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

1. Additional Driver

Named drivers

You may nominate as many **named drivers** as **you** see necessary to drive **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 due to collision 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 200 kilometres per round trip per any one **incident** including unlimited toll charges incurred for the necessary and reasonable costs to remove **your vehicle** to:
 - the nearest or **our 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 the purpose of disposing off or towing **your vehicle** from one repairer to another
- any summons, compounds or fines from any authorities and any unpaid parking fees that may be incurred
- any additional costs borne by **you** or **your authorised driver** based on the prevailing market rates for towing trip that exceeds the mileage limit as stated above.

Conditions

- you** or **your authorised driver** shall contact Kurnia Auto Assist 1 800 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 **approved repairer** or to a safe place of storage within the distance mentioned above
- round trip is defined as a trip by the tow truck from its starting location to the scene of the **incident**, then towing **your vehicle** to **our approved repairer** requested by **you** or **your authorised driver** or to a safe place of storage, then the tow truck's return trip to its starting location.

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. 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 **your** or **your authorised driver's household**;
- liability to any person who is a member of **your** and/or **your authorised driver's household** who is a **passenger** in **your vehicle** unless he/she is required to be carried in or on **your vehicle** by reason of or in pursuance of his/her contract of employment with **you** 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:

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

2. 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.

3. 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).

4. 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 were **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.

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.

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 by fire, explosion or lightning.

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 fire, explosion, lightning, burglary, housebreaking or theft 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 claim under **at fault** collision or overturning in Section 1(1) 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 fire, explosion, lightning, burglary, housebreaking or theft 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 claim under **at fault** collision or overturning in Section 1(1) 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 fire, explosion, lightning, burglary, housebreaking or theft 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 claim under **at fault** collision or overturning in Section 1(1) 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-insurer(s) 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** is reckless e.g. where **you** or **your authorised driver** recognises a serious risk but deliberately does **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**.

10 Section 7: General Exclusions

The exclusions set out in this section apply 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**:

- 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.*

- did **not** hold a valid driving licence to drive **the vehicle**. This does **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.

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:

- 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;
- to practise for or take part in a motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial, speed test; or
- on any racetrack.

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.

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 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.

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.

10. Sanction Limitation and Exclusion Clause

We shall not be liable to pay any benefit under this **Policy** to the extent that such cover, payment of such claim or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11. Cyber Loss Limited Exclusion Clause (IUA 09-082)

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

1. Making a Claim

Step 1

Collect the details and make a police report

You need to collect these details if they apply to the **incident**:

- i) for all drivers:
 - full name and NRIC number;
 - residential address; and
 - contact number
- ii) for all vehicles that are involved:
 - make and model;
 - registration number; and
 - insurance details
- iii) date, time and location of the **incident**
- iv) description of the **incident**

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.

You must not do any of the following:

- admit any responsibility for any **incident**
- negotiate or settle any claims made against **you**, unless **you** have **our** consent in writing.

Step 2

Incident assistance and towing (if required)

Call Us First and **we** are available 24 hours a day, 7 days a week:

- for towing assistance if **your vehicle** is unsafe to be driven
- **incident** assistance
- for a list of **our approved repairers**.

Step 3

Notify your claim

- contact **us** and notify a claim for the **incident** with the above details:
 - within seven (7) days if **you** are not 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 not 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 third party 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.

Step 4

Assessing your claim (if required)

- send **your vehicle** to any of **our approved repairers** to assess the damage to **your vehicle**
- **you** shall obtain **our** consent in writing before **you** repair **your vehicle** or incur any expenses.

Step 5

Settling your claim

We reserve the option to settle **your** claim through any of the following ways:

- repair **your vehicle**;
- pay **you** in cash for the damage to **your vehicle**;
- pay **your** claim on a **total loss** basis for fire, explosion, lightning, burglary, housebreaking or theft;
- reinstate or replace **your vehicle** with one of the same make, model, age and general condition for fire, explosion, lightning, burglary, housebreaking or theft;
- pay for any death of, bodily injury or property damage to any third party and legal costs that **you** are legally liable for; and/or
- pay for any optional cover that **you** have added to **your policy**.

Step 6

Excess

To settle **your** claim, **you** shall pay any **excesses** that apply.

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** up to RM5,000 per **incident** in the event of **at fault** collision
- 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 in the event of fire, explosion, lightning, burglary, housebreaking or theft
- 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 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

- RM5,000 per **incident** in the event of:
 - **at fault** accidental collision or overturning
 - **at fault** collision or overturning caused by mechanical breakdown
 - **at fault** collision or overturning caused by wear and tear
- the **agreed value** or **market value** of **your vehicle** shown in **your schedule** in the event of fire, explosion, lightning, burglary, housebreaking or theft **incident**
- 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 optional cover under Section 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**.

We will ensure there are **approved repairers** to provide reasonable and convenient access to **you**. Where **we** have not appointed any **approved repairer** at a certain location, **we** shall in the event of an **incident**:

- make the necessary arrangements to assist **you** to access **our approved repairer** at another location including arranging for towing service at no cost to **you**; or
- if the above is not feasible, **we** will permit the damaged **vehicle** to be repaired at a non-panel repairer as determined by **us**, provided that the non-panel repairer is approved by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairer Scheme (PARS).

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** in an **incident** of fire, explosion or lightning. **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**.

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 in an **incident** of fire, explosion, lightning, burglary, housebreaking or theft. If **we** replace **your vehicle**, this **policy** will be automatically terminated once **we** make payment.

*In cases where the valuation of the franchise-holder varies 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.

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	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**.

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-rated 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 BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

**Complaints Management Unit
Liberty General Insurance Berhad**
Customer Service Executive,
Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel : +603-2268 3333
or 1800 88 3833
Fax : +603-2268 2222

**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

**BNMLINK (Laman Informasi
Nasihat dan Khidmat)
Bank Negara Malaysia**
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel : 03-2698 8044 (General Line) /
1 300 88 5465 (BNMLINK)
Fax : 03-2174 1515
e-Link : bnmlink.bnm.gov.my
Email : bnmlink@bnm.gov.my
Website : www.bnm.gov.my

13 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 .
Act of terrorism	An act, including but <u>not</u> limited to the use of force or violence and/or the threat thereof, by 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.
Agreed value	The agreed value is the amount we agree to insure your vehicle for and the amount is shown in the schedule .
Approved Repairer	This shall mean: a. a motor repair workshop who is appointed by us as an approved panel repairer; or b. any other non-panel repairer that we have given you special permission to use; for the submission of a claim.
At fault	A collision incident that was caused by you or your authorised driver and you or your authorised driver has been summoned by the police. In the event of an inconclusive police finding, we will have the discretion/option in deciding.
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 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.
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 . 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 .
Minimum premium	The minimum premium described in the Schedule .
Named driver	The persons named in the policy who are authorised by you to drive your vehicle .
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.
Passenger	Any person who is being carried in/on your vehicle ; who is <u>not</u> the driver of the vehicle .
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.
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.
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' due to fire, explosion or lightning 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	Liberty General 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 .