



**Liberty**  

---

**Insurance.**<sup>®</sup>

**PRIVATE CAR TARIFF**  
[PRIVATE CAR POLICY]

## EXPLANATORY NOTES

### How to read this document?

Please note that your Private Car Policy only starts from page 4 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.

### 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 Private Car Policy. Please refer to Section F on pages 12 to 13 for the meaning of these words.

### What makes up your insurance contract?

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

- insurance policy in pages 4 to 18 (excluding the italic texts);
- the information you provided us when you applied for this insurance;
- the Schedule;
- the Endorsements attached to the policy;
- and the Certificate of Insurance (CI).

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

## DUTY OF DISCLOSURE

### CONSUMER INSURANCE CONTRACT

Where you have applied for this insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

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

### NON-COMSUMER INSURANCE CONTRACT

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 know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of term(s) 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 facts to us before the policy is entered into, examples of the actions that may be taken by us against you include the following:

- (i) declare your policy void from inception (which means treating it as invalid), and we may not return any premium;
- (ii) cancel this policy and return any premium less our cancellation charge or recover any unpaid premium;
- (iii) remove one or more named drivers from your policy and adjust your premium accordingly;
- (iv) recover any shortfall in premium;
- (v) not pay any claim that has been or will be made under the policy; or
- (vi) be entitled to recover from you the total amount of any claim already paid under the policy or any claim we have to pay because of any relevant road traffic legislation, plus any recovery cost.

**1. What is covered?**

Your insurance does not cover you against everything that can happen to your car. Check out the Schedule that we issued to you to know the type of cover you bought. The main types of cover are:

PAGE	BASIC COVER	COMPREHENSIVE	THIRD PARTY, FIRE & THEFT	THIRD PARTY ONLY
5-7	<b>Section A: Loss or Damage to Your Own Car</b>			
5	1. a. Events We Cover			
5	(i) accidental collision or overturning	✓	X	X
5	(ii) collision or overturning caused by mechanical breakdown	✓	X	X
5	(iii) collision or overturning caused by wear and tear	✓	X	X
5	(iv) impact damage caused by falling objects subject to certain exclusions	✓	X	X
5	(v) fire, explosion or lightning	✓	✓	X
5	(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	✓	X	X
5	(vii) burglary, housebreaking or theft	✓	✓	X
5	(viii) malicious act	✓	X	X
5	(ix) while in transit (limited cover)	✓	X	X
5	1. b. Events We Do Not Cover			
6	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
7	3. Towing Costs (to a repairer or safe place)	✓	X	X
7-8	<b>Section B: Liability to Third Parties</b>			
7	1. a. What is Covered (by this section)	✓	✓	✓
7	1. b. What is Not Covered (by this section)	✓	✓	✓
8	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
8	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
8	4. Maximum Legal Costs (if approved)	✓	✓	✓
8	5. Rights of Recovery			
8	<b>Section C: No Claim Discount</b>	✓	✓	✓
9-10	<b>Section D: General Exceptions (what is not covered by the policy)</b>			
10-12	<b>Section E: Conditions (terms that you must comply with)</b>	✓	✓	✓
12-13	<b>Section F: Definitions (explains the words in bold)</b>	✓	✓	✓
14-17	<b>Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)</b>	Optional	Optional	Optional
18-22	<b>Section H : Endorsements (additional terms that we provide for you)</b>	✓	X	X

Key: ✓ = applicable      X = not applicable

**2. What this policy does not cover?**

These are referred to as 'Exceptions' in your policy and there are three sections where you can find them:

**Section A1b** – see 'Events We Do Not Cover' (pages 5): applicable to Comprehensive policy only.

**Section B1b** – see 'What is Not Covered' (pages 7): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.

**Section D** – see 'General Exceptions' (pages 9): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.

There are generally three reasons why we put these exceptions in your basic Private Car Policy:

- a) Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Policy but which can be covered if you pay additional premium are:

- flood, storm {see Section A1b – ‘Events We Do Not Cover’ (page 5)};
  - strike, riot, civil commotion {see Section D – ‘General Exception 8b’ (page 9)}; and
  - use outside Malaysia, Singapore or Brunei {see Section D – ‘General Exception 6’ (page 9)}.
- b) There are other risks which are not covered by the basic Private Car Policy or by any of its extensions. We would have to issue a different policy if you want these types of cover. For example, the following are not covered by your Private Car Policy but can be covered under a different type of policy:
- carriage of goods must be covered under a Commercial Vehicle Policy; and
  - hire or reward must be covered by taxi or hired car policy.
- c) We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – ‘General Exceptions’ (pages 9 to 10) such as:
- war, nuclear fission or fusion;
  - risks that are against public policy or against the law; and
  - drunk driving.

### 3. How can your car be used?

Since this is a Private Car Policy, your policy only covers you if your car is used for “social, domestic and pleasure purposes and for the policyholder’s business”. This is clearly stated in the Certificate of Insurance under the heading “Limitation as to Use”.

The following are some examples of how your car can be used:

- to visit relatives and friends, for shopping etc.; and
- for some limited business use such as getting to and from work, and meeting Insured.

However, we will not cover you, for example, if you use your car in the following manner:

- as a private taxi by charging fares to carry passengers;
- as a hire car by charging rental to use your car;
- to carry any goods in connection with any trade or business other than samples. You must buy a Commercial Vehicle Policy to cover for this use;
- for motor trade (use for showroom display and for test-drive);
- to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and
- *use on any racetrack.*

### 4. Who can drive your car?

Practically anyone can drive your car as long as the driver:

- has a valid license of the relevant class to drive and is not disqualified to drive by law or for some other reason {(see exclusion on Unlicensed Drivers in Section D – ‘General Exception 1’ (page 9)};
- has your permission to drive (see definition of Authorised Driver in page 10); and
- complies with all the terms and conditions of this policy.

Although anyone complying with the above conditions can drive your car, you may have to pay an additional excess depending on the age of the driver, the type of license the driver possesses or if the driver is not a named driver (see explanation on excess in page 4). If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.

### 5. In which territory is your car covered?

This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore’s law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Policy, you will need to purchase Endorsement 100 (see page 15), which provides a limited cover for your liability for death or bodily injury of passengers.

### 6. When is your cover effective?

This insurance is effective from the time of purchase of cover or at the agreed time of commencement, until the expiry date. The period of insurance will be printed in the Policy Schedule and related documents. If there is any change to these dates, it will be officially shown in an Endorsement issued by us.

### 7. How much should you insure your car for under a Comprehensive or Third Party, Fire and Theft Policy?

To be safe, you should insure your car at its current market value (see definition in page 12). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your car is under-insured (see Section A2e – ‘Under-Insurance’ in page 6).

For example, if the market value of your car is RM100,000 but you only insured it for RM80,000 then you could be penalised for under-insurance. Assuming the loss is assessed at **RM5,000**, instead of we paying the full amount, you could be made to bear a portion of the loss in proportion to the under-insurance as follows:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Loss} = \frac{\text{RM80,000}}{\text{RM100,000}} \times \text{RM5,000} = \text{RM4,000}$$

Therefore, we will pay RM4, 000 while the balance of RM1, 000 will be borne by you.

You would be penalised as shown above if the market value of your car exceeds the sum insured by 10%. On the other hand, it would be a waste of money to over-insure as your insurer would not pay more than the market value. One way to protect yourself from being under-insured or over-insured is to opt for the sum insured determined by a market valuation system approved by Persatuan Insurans Am Malaysia (PIAM).

**8. What is No Claim Discount (“NCD”)?**

This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.

The applicable NCD can be checked with us or the Central NCD Database (“CND”) at <https://www.mycarinfo.com.my/ncdcheck/online> before the purchase of your Private Car Policy.

**9. What is an Excess?**

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your policy. Note that there is also the Compulsory Excess (see page 7) where you have to bear an additional excess of RM400 if you or the person driving your car:

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

As an example, if we assess the claim payable to be **RM10,000** but your policy carries an excess of RM500, you will have to bear the first **RM500** yourself and we will pay the balance of **RM9,500**. However, if the driver is below 21 years old, you have to bear an additional excess of RM400. Using the same example, you now have to bear RM900 (i.e. 500 + 400) and we will pay RM9,100.

**10. Do's and Don'ts – after you have had an accident or theft****Do:**

- (i) Call Emergency Roadside Service Assistance 24 hours - Helpline number: 1-800-88-5055 for immediate road assistance or tow service in the event of a Road accident or Breakdown, or to make an enquiry on claims procedure;
- (ii) inform us as soon as possible about any incident which may give rise to a claim; report all accidents to the police within 24 hours as required by law;
- (iii) submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident; remove your car to a PIAM Approved Repairer or our approved panel repairer for repairs or windscreen repairs or replacement;
- (iv) fully fill up the relevant sections of your claim form – do not put “refer to police report”; and
- (v) if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing. Your NCD entitlement will not be affected and you can claim the excess that you had paid from the insurer of the third party.

**Don't:**

- (i) negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 10); and
- (ii) authorise repair without our consent (see Condition 2f in page 11).

Condition 2 of your policy (see page 10) spells out the do's and the don'ts after an accident or theft in more detail.

## PRIVATE CAR COMPREHENSIVE - TARIFF

**Our Agreement with you**

**A. Where Your Car is used for any purpose that is not related to Your trade, business or profession, the following applies:**

### CONSUMER INSURANCE CONTRACT

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

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

**B. Where Your Car is used for purposes related to Your trade, business or profession, the following applies:**

### NON-COMSUMER INSURANCE CONTRACT

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

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

**Section A: Loss or Damage to Your Own Car**

This section spells out what **We** cover under Section A and is only applicable if **You** have Comprehensive cover:

**1a. Events We Covers**

We will indemnify You if Your Car is lost or damaged during the Period of Insurance arising from the following Incidents:

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) fire, explosion or lightning;
- (vi) breakage of windscreen, windows or sunroof including breakage of windscreen, windows or sunroof including lamination / tinting film, if any;

**However, Your no claim discount would be forfeited when You make windscreen, windows or sunroof claim if You have not already purchased Endorsement 89.**

- (vii) burglary, housebreaking or theft;
- (viii) malicious act; or
- (ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of Your Car by:
  - a. road;
  - b. rail;
  - c. inland waterway i.e. across a river or canal etc.; or
  - d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

**For an additional premium, Your Policy can be extended to cover for ferry transit between Sabah and Labuan (Endorsement 109).**

**1b. Events We Do Not Cover**

The events We do not cover are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.

We will not pay for the following losses:

- (i) Consequential Losses  
Any direct or indirect losses of any kind that may arise as a consequence of any Incident other than that provided for in Section A2.
- (ii) Loss of Use  
Any expense or financial loss that You may incur because You cannot use Your Car e.g. cost of hiring replacement car, travelling expenses etc.

**For an additional premium, Your Policy can be extended to cover an agreed payment per day for an agreed duration (Endorsement 112).**

- (iii) Depreciation  
The loss of value of Your Car due to the damage sustained or the time taken to repair the Car, and / or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.
- (iv) Breakdown or Malfunction of Parts  
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to Your Car.
- (v) Damage to tyre(s)  
Any damage to the tyre(s) of Your Car unless other parts of Your Car are also damaged at the same time.
- (vi) Convulsions of Nature  
Any loss or damage to Your Car caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.
- (vii) Excess  
The amount of Excess stated in the Schedule. This is the first amount that You have to bear in respect of each and every claim under the Policy.
- (viii) 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.
- (ix) 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.

**2. Basis of Settlement**

This section explains how We will settle Your claim once We accept that it is payable under Section A. If Your Car is damaged as a result of any Incident, We have the option of doing the following:

- (a) If Your Car is Repairable  
If in Our opinion Your Car is economical to repair, We have the option to:
  - arrange for Your Car to be repaired at Our approved Repairer and pay the cost of repairing Your Car to the condition which is as near as possible to the condition it was in before the loss happened;
  - pay You in cash the amount We estimate it would cost to repair Your Car; or
  - reinstate or replace Your Car with one of the same make, model, age and general condition.

(b) If Your Car is not Repairable

If in Our opinion, the damage to Your Car is so great that it would not be safe or economical to repair, We will declare Your Car "Beyond Economic Repair" ("BER") and We will pay You up to the maximum amount as stated in (d) below or offer You a settlement sum equivalent to the Market Value. We may also opt to replace Your Car with one of the same make, model, age and general condition. If We take any of these actions, this Policy shall be automatically terminated once We make payment.

**In cases where the valuation of the franchise-holder vary from Market Value by more than 10%, We would also have the option to offer a settlement value which is equal to the cost of purchasing a replacement car of the same make, model and age of the Car at the time of loss. It is Our option to offer You a replacement of the Car, should You not agree with the offer.**

(c) Replacement Parts

If the spare parts or Accessories required to repair Your Car are not available in Malaysia, or if We choose to pay for the loss or damage in cash, We will settle Your claim 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.

(d) The Maximum Amount We Will Pay You

If Your Car is BER or stolen and not recovered, the amount payable under the Policy will be the Market Value at the time of the loss or the Sum Insured as shown in the Schedule, whichever sum is the lesser. Upon Our payment of the said amount, this Policy shall be automatically terminated. The Market Value is to be determined according to clauses 14 and 15 of Section F.

(e) Under-Insurance

If the Sum Insured of Your Car is less than the Market Value at the time of the 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.

(f) Betterment

If new original parts are used to repair Your Car and as a result of which Your Car 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 Your Car (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 Car will be calculated based on when it was originally registered in Malaysia:

a. as a locally assembled car	Date of Original Registration
b. as a new imported Completely Built Unit (CBU) car	Year of Manufacture
c. as an imported second-hand / used / reconditioned car	Year of Manufacture

(g) Compulsory Excess (please see page 4 for explanation)

In addition to the Excess shown in the Schedule, We have the right to deduct another RM400 as Compulsory Excess if at the time of the Incident, You or the person driving Your Car with Your consent:

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver's license; or
- is not named in the Schedule as Named Driver.

We will not deduct this additional RM400 Excess if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

**3. Towing Costs**

If Your Car cannot be driven as a result of any damage to it that is covered by this Policy, We will pay up to a maximum of RM200 for the necessary and reasonable costs to remove Your Car to the nearest approved Repairer or to a safe place of storage while awaiting repair or disposal

**Section B: Liability to Third Parties**

This section explains what is covered and not covered under Section B.

**1a. Events We Covers**

We will indemnify You and / or Your Authorised Driver for the amount which You and / or Your Authorised Driver are legally liable to pay 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 Car 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.

**1b. Events We Do Not Cover**

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this Policy and any other applicable endorsements.

We will not pay for:

- (i) death or bodily injury to any passenger being carried for hire or reward;
- (ii) 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 / dies (whether as passenger or otherwise) while on the job and is on the said Car as part of his / her employment e.g. mechanic.**

- (iii) 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.
- (iv) liability to any person being carried in or upon or entering or getting onto or alighting from Your Car unless he / she is required to be carried in or on Your Car 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. Your or Your Authorised Driver's Household member unless he / she is required to be carried in Your Car by reason of or in pursuance to a contract of employment; may be insured separately for additional premium under Endorsement 100. If You have insured such liability, You will need to refer to the full text of Endorsement 100: Legal Liability to Passengers as to what this Endorsement covers or excludes and the applicable conditions.

- (v) liability caused by a passenger travelling in or alighting from Your Car;

**Liability for accidents caused by Your passengers may be insured separately for additional premium under Endorsement 72. You will need to refer to the full text of Endorsement 72: Legal Liability of Passengers for Negligent Acts as to what this Endorsement covers or excludes and the applicable conditions.**

- (vi) any claims brought against You by any driver of Your Car, whether authorised or not;
- (vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- (iv) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

**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 or bodily injury to third party; and / or
- (ii) up to a maximum of RM3 million for third party property damage.

**For an additional premium, the limits of liability for third party property damage can be extended up to RM20 million (Endorsement 105).**

**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 the 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 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 or Negara Brunei Darussalam, and that cost has been incurred with Our prior agreement in writing.

We will only pay for legal cost and We will not pay for any penalty imposed on You or Your Authorised Driver.

### 5. Rights of Recovery

We have a 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 Section B of this Policy because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which We would otherwise not have to pay, We have the right to ask You or Your Authorised Driver to repay to Us the amount of that payment and any costs We have incurred in connection with the claim.

## Section C: No Claim Discount

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

### 1. No Claim Discount (NCD)

If You have insured Your Car for a continuous period of 12 months and You or anyone else did not make any claim under this Policy during that time, a NCD will be applied at each renewal. The 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	38.33%
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 meet 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 is received after the NCD has been applied, We shall be entitled to recover the NCD given from 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;

- the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
- 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 Car and We agree to transfer this Policy to the new owner, Your NCD cannot be transferred for the benefit of the new owner.

### 5. Non-Utilisation of NCD

For every year that the NCD is not utilised by You, the NCD accumulated and applicable for this Policy will be reversed in accordance with the scale set out in the table in clause C1 above.

## Section D: General Exceptions – these apply to the whole policy

This section lists down circumstances under which this Policy does not provide cover at the time of happening of the Incident. This is in addition to those already listed in Sections A1b (see pages 5 and 6) and B1b (see pages 7 and 8).

### 1. Unlicensed Drivers

There is no cover under this Policy if You or Your Authorised Driver do not have a valid driving license to drive Your Car. This will not apply if You or Your Authorised Driver have an expired license but are not disqualified from holding or obtaining such driving license under any existing laws, by-laws and regulations.

### 2. Alcohol, Drugs and Other Intoxicating Substances

There is no cover under this Policy 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 or Your Authorised Driver are incapable of having proper control of Your Car.

**You or Your Authorised Driver shall be deemed as incapable of having proper control of Your Car 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.**

### **3. Fraud and Exaggerated Claims**

If any claim is 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 payable. 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.

### **4. Unlawful Purpose**

There is no cover under this Policy if You or Your Authorised Driver use Your Car for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where Your Car was being used.

### **5. Use for Racing etc.**

There is no cover under this Policy if You use or You allow Your Authorised Driver to use Your Car:

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

**For an additional premium, Your Policy can be extended to cover the use of Your Car for reliability trial or competition if You purchase the prescribed extension cover (Endorsement 24(c) or 24(d)).**

### **6. Use Outside Malaysia**

Unless We provide otherwise, this insurance does not cover You in respect of claims arising whilst Your Car was being used or driven outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, Our liability under this Policy is governed by the Road Transport Act 1987 and the terms and conditions of this Policy, 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 Car in Thailand or Kalimantan only if You purchase the prescribed extension cover (Endorsements 101 and 102).**

### **7. Failure to take Precaution**

We will not pay for any additional damages if after an Incident or breakdown You:

- (i) left Your Car unattended or failed to take proper precaution to prevent further loss or damage; or
- (ii) continue to drive Your Car in an unroadworthy condition before any repair is done.

We will also not pay for claims that arise if, when using Your Car, You do not take reasonable precaution to keep Your Car secured. This includes but is not limited to leaving Your Car unattended while unlocked or with ignition key left in or on Your Car.

### **8. War Risk**

There is no cover under this Policy for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:

- (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 or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

**For an additional premium, Your Policy can be extended to cover strikes, riots and civil commotion (Endorsement 25).**

### **9. Nuclear Risk**

There is no cover under this Policy for 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.

### **10. Convulsions of Nature**

There is no cover (unless specifically purchased) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

**For an additional premium, Your Policy can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (Endorsement 57).**

### **11. Contractual Liability**

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

### **12. Unauthorised Driver**

We will not pay for any Incident, loss, damage or liability caused, sustained or incurred whilst Your Car, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or person driving on Your order or with Your permission.

**13. 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.

**14. Cyber Loss Limited Exclusion Clause**

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.

**Section E: Conditions – These apply to the whole Policy**

This section spells out the terms and conditions that You must observe to ensure this insurance remains effective. Basically these conditions are of three types:

- What You must do
- What You must not do
- What We can do

**Conditions Precedent to Policy Liability**

The following conditions are conditions precedent to Our liability to indemnify You under this Policy and have to be observed by You strictly. We can repudiate this Policy and / or will not pay claims under the Policy if You breach any of the relevant conditions. These conditions also apply to Your Authorised Driver and any legal representative who seek indemnity under this Policy.

**1. Duty of Disclosure**

The duty of disclosure is different for a Consumer Insurance Contract and for a Non-Consumer Insurance Contract. They are separately outlined below:

**(i) Consumer Insurance Contract**

Where You have applied for this insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with 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 Contract**

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 know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

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

**2. Accidents and Claims Procedures**

If Your Car is involved in any Incident that could lead to a claim under this Policy, You must do the following:

- (i) Notify Our claims department of the Incident and get a Claim Form. You must notify Us of the Incident as soon as possible but in any event:
  - a. Within seven (7) days if You are not physically disabled or hospitalised following the Incident; or
  - b. Within thirty (30) days or as soon as practicable if You are physically disabled and hospitalised as a result of the Incident.

We may allow a longer notification period if You can provide specific proof and justification for the delay.

- (ii) Report the Incident to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.
- (iii) Complete the Claim Form in full and return it to Us within twenty-one (21) days from the date of Your notification as per (a) above. You are required to answer all the questions in detail in all applicable sections and provide Us with all the necessary documents to support Your claim. We will not be held responsible if there is any delay on Your part to submit the Claim Form duly completed together with all the necessary documents.

A longer claims submission period may be allowed by Us subject to specific proof and justification by You for the delay.

- (v) If there are any claims made against You by a third party, You must immediately notify Us of the same and You must send to Us any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as You receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.
- (vi) Send Your Car to any of Our approved Repairer so that We can inspect Your Car before We give approval to proceed with repairs or take reasonable action to safeguard Your Car from further loss or damage. We can refuse to pay any claim under Section A of this Policy if You breach this condition.
- (vii) You must obtain Our consent in writing before You repair Your Car or incur any expenses in connection with a claim under this Policy.

You must not do any of the following:

- a. Admit any responsibility for any Incident; or
- b. Negotiate or settle any claims made against You by a third party, unless We write and inform You that You can.

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 a third party. 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.**

### 3. Cancellation

Either You or We may cancel this Policy at any time during the Period of Insurance.

- (i) Cancellation by You:
  - a. You can cancel this Policy at any time by returning the Certificate of Insurance (CI) to Us or, if the CI has been lost or destroyed, You must provide Us with a duly certified Statutory Declaration (SD) to confirm this.
  - b. 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

- c. The Policy will automatically lapse once You sell or dispose off Your Car because Your insurable interest in the Car will cease. If You want to transfer the Policy to the new buyer, You have to get Our prior consent.

- (ii) Cancellation by Us:
  - a. We may also cancel this Policy by giving You fourteen (14) days notice in writing by registered post to Your last address known to Us.
  - b. After returning the CI or SD You will be entitled to a refund premium for the unexpired period calculated on a pro-rata basis from the date We receive the CI or SD from You to the expiry date of the Policy.

There will not be any 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.

### 4. If there is More Than One Insurance Covering the Same Car

- (i) You must inform Us in writing if You have taken out any other insurance in respect of Your Car 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. We will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.

**5. Subrogation**

We are entitled to take over all rights and remedies that You may have against any third party who caused the loss. We shall have the absolute discretion in the conduct of any proceedings, at Our own costs, against the third party and in the settlement of any such claim and You shall give Us such information and assistance as We may require from time to time including assigning all rights to take action in Your name. You must however give Us Your full cooperation to protect these rights and provide all assistance and take such steps as We require.

**6. 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 month of being required to do so then You and We shall 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, You may refer the matter to the Ombudsman for Financial Services to resolve the dispute.

**7. Other Matters**

We will only be liable to indemnify You under this Policy if

You:

- (i) 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 protection under this Policy;
- (ii) Maintain Your Car in a reasonably efficient and roadworthy condition. You must get Our consent if You make any modification that will enhance or in any way affect the performance of Your Car;
- (iii) Take reasonable care to avoid any situation that could result in a claim. This Policy will not cover You if You or Your Authorised Driver are reckless i.e. where You recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving Your Car unattended while unlocked or with ignition keys left in or on Your Car; and
- (iv) Make Your Car available to Us for inspection at all reasonable times upon request.

**8. Prevalent Policy Wording**

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

**Section F: Definitions of words highlighted in the Policy**

This section explains what We mean by the words printed in bold in this Policy.

In this Policy, Schedule and Certificate of Insurance, unless the context otherwise requires, the following words shall have the meanings as defined below.

**1. Accessories**

This refers to the standard factory-fitted tools of the Car including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the Schedule.

**2. Act of Terrorism**

This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

**3. Adjuster**

This refers to 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.

**4. Authorised Driver**

This refers to any person who drives Your Car with Your consent or permission provided he or she holds a valid driving license of the relevant type and is not disqualified to drive by law or for any other reason.

**5. Car**

This refers to 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.

**6. Certificate of Insurance**

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.

**7. 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 not such deception was the sole or main inducement:

- a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".

**8. Criminal Breach of Trust**

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 wilfully suffers any other person so to do, commits "criminal breach of trust".

#### **9. Endorsement**

This refers to the document that We issue to You to confirm any changes or extensions of the coverage to the basic Policy.

#### **10. Excess**

This refers to the amount that must 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.

#### **11. Household**

This refers to all members of Your or Your Authorised Driver's immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with You in the case of Your immediate family, or with Your Authorised Driver, in the case of his immediate family.

#### **12. Incident**

Any event which could lead to a claim under this Policy.

#### **13. Limitations as to Use**

According to Your Certificate of Insurance (CI), Your Car can only be used for "Social, domestic and pleasure purposes and for the policyholder's business". The CI also states that "The Policy does not 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".

#### **14. Market Value**

This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to Your Car at the time of loss. The Market Value of Your Car 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 clause 15 below. However, if You had not opted for a Market Valuation System then the Market Value of Your Car in the event of dispute would be determined by the Head Office of the Car franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of Your Car at the time of loss. If this valuation is not 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.

#### **15. 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 Car 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 A2e. Alternatively, You may choose to determine the Sum Insured Yourself but You would be subject to Section A2e if You are under-insured.

#### **16. Minimum Premium**

The minimal premium described in the Schedule.

#### **17. Named Driver**

This refers to the persons named in the Policy who are authorised by You to drive Your Car. The compulsory excess of RM400 stated in Section A2g will not apply if Your Car is driven by a Named Driver provided they hold a valid full driving license of the relevant type and are not disqualified to drive by law or for any other reason and are above the age of 21 years at the time of the Incident.

#### **18. Ombudsman for Financial Services (OFS)**

This is 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.

#### **19. 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.

#### **20. Policy**

Policy includes the Schedule, the Certificate of Insurance and all Endorsements specifically listed in the Schedule.

#### **21. Repairer**

This refers to motor repair workshops approved by Us or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that We have given You a special permission to use, for a claim.

#### **22. 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".

#### **23. 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 Car which is insured, the Sum Insured and details of any extensions or Endorsements.

**24. Sum Insured**

This is the maximum that We will pay You for a claim under Section A. This amount is shown in the Schedule. The Sum Insured must be sufficient to cover the cost to replace Your Car in the event of an Incident that completely destroys it.

**25. We, Our, Us**

This refers to the licensed Insurance Company that is issuing You this Policy.

**26. You, Your, Yourself**

This refers to the policyholder or person described in the Schedule as "the Insured".

### **Section G: Endorsements – applicable only if the Endorsement number is printed in the Schedule**

The following is a list of additional terms and conditions (known as Endorsements) that We may impose on You or optional covers available that You may want to add to Your basic Policy by paying additional premium. Note that only Endorsements with their numbers specifically printed in the Schedule shall apply to this Policy.

**Endorsement 1: Excess All Claims (please see page 4 for explanation and page 12 for definition)**

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Section A arising out of one Incident. This means that We have the right to deduct the Excess from the amount that We would otherwise have to pay. If We are not able to deduct the Excess, We have the right to demand that You pay Us the Excess first, before We make any payment.

We will not deduct this Excess for loss or damage in respect of third party claims.

**Endorsement 2: Excess Damage Claim (please see page 4 for explanation and page 12 for definition)**

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Section A arising out of one Incident. This means that We have the right to deduct the Excess from the amount that We would otherwise have to pay. If We cannot deduct the Excess, We have the right to demand that You pay Us the Excess first, before We make any payment.

We will not deduct this Excess if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

**Endorsement 3(p): Third Party Only Insurance (please see pages 2 - "What is Covered?")**

The cover that You have chosen for Your Car is limited to 'Third Party' insurance only. This means that We will not pay for any loss or damage to Your Car. For that reason Section A is deleted and only Section B coverage has been purchased and is available to You.

**Endorsement 3(g): Third Party, Fire and Theft Insurance (please see pages 2 - "What is Covered?")**

The cover that You have chosen for Your Car is called 'Third Party, Fire and Theft' insurance. This means that the cover provided to Your Car under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason all the remaining covers under Section A1a are deleted and Section B coverage has been purchased and is available to You.

**Endorsement 14: Transfer of Interest**

In consideration of the additional premium that You paid Us for this endorsement, We agree to transfer the interest in this Policy on [state date] to [state name of transferee and NRIC No. / Business Registration No.] of [state address] carrying on or engaging in the business or profession of whose proposal and declaration dated [state date] shall be the basis of this contract Subject otherwise to the terms and conditions of this Policy.

**Endorsement 15: Hire Purchase**

We note that Your Car is under a Hire Purchase agreement with the Hire Purchase company named in the Schedule as the Owners. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Owners as long as they remain as the Owner of Your Car at the time of the 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 for 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.

**Endorsement 15(a): Employer's Loan**

We note that Your Car was bought under an Employer's Loan agreement. You unconditionally agree that the payment of any claim under Section A by Us by way of a 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.

Other than the above, Our / Your rights and liabilities under this Policy are not affected.

**Endorsement 18: Fleet Rated Risks – Cancellation of 'No Claim Discount'**

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this Policy is cancelled. Subject otherwise to the terms and conditions of this Policy.

**Endorsement 22: Caravan / Luggage / Boat Trailers**

In consideration of the additional premium that You paid Us for this endorsement, We agree to cover Caravan or Luggage or Boat Trailer that is specified in the Schedule under the heading

'Endorsement 22' while it is being used together with Your Car.



This endorsement does not cover:

- a) legal liability for death or bodily injury to any passenger in the specified Caravan / Luggage / Boat Trailer unless such person is being carried by reason of or in pursuance of a contract of employment;
- b) loss or damage to the contents of or anything being carried in the specified Caravan / Luggage / Boat Trailer; and
- c) loss or damage to the Boat being carried by the specified Trailer.

The maximum amount that We will pay for loss or damage to the specified Caravan / Luggage / Boat Trailer under Section A for this endorsement is the amount mentioned in the Schedule under the heading 'Endorsement 22'.

**Endorsement 24(c): Reliability Trials, Competitions etc.**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under this Policy shall cover Your Car while it is being used for [state either reliability trials, competition] to be held at [state place / location] on [state date] organized by [state name of organizer] including officially conducted practice for the event.

**Endorsement 24(d): Reliability Trials, Competitions etc. (Third Party Cover Only)**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section B of this Policy shall cover legal liability while Your Car is being used for [state either reliability trials, competition] to be held at [state place / location] on [state date] organized by [state name of organizer] including officially conducted practice for the event.

**Endorsement 25: Strike, Riot and Civil Commotion**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to Your Car caused by:

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

This endorsement does not cover:

- a) civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- b) revolution, rebellion or civil disturbance amounting to a popular uprising; and
- c) Act of Terrorism.

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

**Endorsement 57: Inclusion of Special Perils**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy will cover loss or damage to Your Car caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

**Endorsement 72: Legal Liability of Passengers for Negligent Acts**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section B of this Policy will include legal liability incurred by any passenger in Your Car on condition that the passenger:

- a) is not driving Your Car;
- b) is not entitled to indemnity under any other policy of insurance; and
- c) complies with all the terms and conditions of this Policy as though he was You.

This endorsement does not cover:

- a) death or bodily injury to any person who is employed by You or the passenger, and who dies or is injured in the course of such employment;
- b) 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 Car; and / or
- c) death or bodily injury to the driver or any other passenger travelling in Your Car at the same time.

**Endorsement 87: Agreed Value Clause**

The Agreed Value shown in the Schedule is the maximum amount that We will pay for Your Car, less any Excess (if applicable) if Your Car is stolen or totally destroyed.

We and You have agreed at the commencement of this Policy to use this value as the basis of 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 Car at the time of the loss will not be taken into account.

**Endorsement 89: Cover for Windscreens, Windows and Sunroof**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy will cover the cost to replace or repair any glass in the windscreen, window or sunroof of Your Car that is accidentally damaged including the cost of lamination / tinting film (if any) provided no other claim is submitted for this Incident. The maximum amount that We will pay under this endorsement is the amount mentioned in the Schedule under the heading 'Endorsement 89'.

If Your claim is for the damaged glass only and no other damage, We will not deduct any Excess, and You will not lose Your No Claim Discount entitlement.

If the damaged glass is replaced, the cover provided by this endorsement comes to an end as soon as the glass is replaced. If You wish to enjoy continued coverage You must buy a new endorsement cover and pay the additional premium to Us.



Alternatively if the damaged glass is repaired this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit You must pay the additional premium to Us for the increased cover.

We have the final say on whether to repair or to replace the damaged glass.

**Endorsement 95: Leasing Agreement**

We note that Your Car is under a Leasing Agreement with the Leasing company named in the Schedule as the Lessors. You unconditionally agree that the payment of any claim under Section A 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.

**Endorsement 97: Separate Cover for Accessories fixed to Your Car**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover the non-standard Accessories specified in the Schedule. The maximum amount that We will pay under this endorsement is the amount mentioned in the said Schedule under the heading 'Endorsement 97'.

If Your claim is for the Accessories only and no other damages, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement. This cover is terminated on the date Your claim is settled under this endorsement. To restore this cover You must pay the additional premium to Us for the renewed cover.

**Endorsement 97(a): Gas Conversion Kit and Tank**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to the Gas Conversion Kit and Tank of Your Car as a separate item provided it is installed by a qualified installer. The maximum amount that We will pay under this endorsement is the amount mentioned in the Schedule under the heading 'Endorsement 97(a)'.

If Your claim is for the Gas Conversion Kit and Tank only and no other damage, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

This cover is terminated on the date Your claim is settled under this endorsement. To restore this cover You must pay the additional premium to Us for the renewed cover.

**Endorsement 100: Legal Liability to Passengers**

In consideration of the additional premium that You paid Us for this endorsement, We shall 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 Car except for:

- a) death or bodily injury to any passenger being carried for hire or reward;
- b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your Authorised Driver;
- c) 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;
- d) liability to any person who is a member of Your and / or Your Authorised Driver's Household who is a passenger in Your Car unless he / she is required to be carried in or on Your Car by reason of or in pursuance of his / her contract of employment with You or Your Authorised Driver and / or his / her employer;
- e) liability caused by a passenger travelling in or alighting from Your Car;
- f) any claims brought against You by any driver of Your Car, whether authorised or not;
- g) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- h) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

**Condition of Cover**

If at the time of Incident giving rise to a claim under this endorsement, Your Car 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:

$$\frac{\text{Number of passengers permitted by law}}{\text{Actual number of passengers carried at time of Incident}} \times \text{Total Claim Awarded}$$

**Endorsement 101: Extension of Cover to the Kingdom of Thailand**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A and Section B1a(ii) of this Policy shall cover Your Car 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 B1a(ii) will be up to a maximum of RM100,000 only.

This endorsement does not cover legal liability under Section B1a(i) while Your Car is being used in the Kingdom of Thailand.

**Endorsement 102: Extension of Cover to West Kalimantan**

In consideration of the payment of additional premium by You to Us, the geographical area of this Policy is extended to include West Kalimantan with effect from \_\_\_\_\_ a.m. / p.m. on [state date] to midnight (Malaysian Standard Time) on [state date] subject to the limit of liability of RM50,000 under Section B1a(i) and B1b(ii).

Subject otherwise to the terms and conditions of this Policy.

**Endorsement 105: Limits of Liability for Third Party Property Damage (TPPD)**

In consideration of the additional premium that You paid Us for this endorsement, We agree to increase the limit of liability provided under Section B2(ii) of this Policy to RM [state new limit] with effect from [state date].

Limits of liability in excess of RM3 million up to RM20 million is allowed subject to additional premium stated as below:

TPPD limits of Liability	
From RM3 million up to RM4 million	- 15% of Third Party Premium
Up to RM6 million	- 30% of Third Party Premium
Up to RM10 million	- 45% of Third Party Premium
Up to RM20 million	- 60% of Third Party Premium

**Endorsement 109: Extension of Cover for Ferry Transit to and / or from Sabah and the Federal Territory of Labuan**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to Your Car when in transit to and / or from Sabah and Federal Territory of Labuan.

You must bear the first 1% of the Sum Insured or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this endorsement. We have the right to deduct this amount in addition to the Excess mentioned in the Schedule of this Policy.

**Endorsement 111: Current Year "NCD" Relief (only applicable to Comprehensive Private Car Policy)**

In consideration of the additional premium that You paid Us for this endorsement, We agree to compensate you the No Claim Discount that You may forfeit due to a claim being made under this Policy. The amount is equal to Your No Claim Discount entitlement shown in the Schedule of this Policy for the current Period of Insurance.

The cover provided under this endorsement is terminated automatically when:

- We make a payment for a claim under this endorsement;
- the ownership of this Policy is transferred to another party; or
- You withdraw Your No Claim Discount entitlement from this Policy.

We will not refund any portion of the additional premium that You paid to Us if the cover under this endorsement is terminated as mentioned above or if You cancel this endorsement at any time.

**Endorsement 112: Compensation for Assessed Repair Time (CART)**

In consideration of the additional premium that You paid Us for this endorsement, We will pay compensation for the number of days assessed by Us as required to repair Your Car under Section A of this Policy ('the assessed repair time'). We agree that payment will be based on the assessed repair time by the Adjuster or the maximum amount provided in the Schedule whichever is the lesser.

The maximum rate per day and the maximum number of days that We will pay under this endorsement is limited to the amounts mentioned in the Schedule under the heading 'Endorsement 112'.

For any claim that We agree to pay under this endorsement We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

We will not pay:

- if Your claim is only for breakage of glass that is payable under Endorsement 89;
- for any delay in the time taken to repair Your Car (beyond the assessed repair time) due to any reason at all. The final decision on the time required to repair Your Car will be decided by Us irrespective of whether Your claim is lodged directly with Us or against a third party;
- if Your claim is for theft or total loss of Your Car; or
- if Your claim is under a BER process.

We will not refund any portion of the additional premium that You paid Us if You cancel this endorsement at any time.

**Endorsement 113: 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 Car at the time You purchased / renewed this Policy as well as the Market Value at the time of the loss.

When a claim is made, the Market Value of Your Car would be determined by the (name of motor vehicle Market Valuation System) and this value would be accepted as the cost of purchasing a replacement car of the same make, model and age of Your Car at the time of loss.

If no Market Value is available from the (name of motor vehicle Market Valuation System) for Your Car, the Market Value of the Car would be determined by an Adjuster, agreed to by both You and Us.

The valuation done by the (name of motor vehicle Market Valuation System) or Adjuster will be conclusive evidence in respect of the Market Value of Your Car in any legal proceedings against Us.

Subject otherwise to the terms and conditions of this Policy.

## AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenues below. Kindly check with our company's Complaints Management Unit on the proper avenue for dealing with your complaint.

If you are not satisfied with our response or decision, you may submit your complaint to the avenues below. Kindly check with our company's Complaints Management Unit on the proper avenue for dealing with your complaint.

**Customer Service Executive, Customer Contact Centre  
LIBERTY GENERAL INSURANCE BERHAD 197801007153 (44191-P)**

Formerly known as AmGeneral Insurance Berhad  
Liberty Insurance Tower,  
CT9, Pavilion Damansara Heights,  
3 Jalan Damanlela, Pusat Bandar Damansara,  
50490 Kuala Lumpur

Tel. No.: 03-2268 3333 or 1-300-888-990

E-mail : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)

Website : [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)

**BNMLINK (Laman Informasi Nasihat dan Khidmat)**

**Bank Negara Malaysia**

4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.

Tel. No.: 03-2698 8044 (General Line) / 1-300-88-5465 (BNMLINK)

Fax No.: 03-2174 1515

e-Link: [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)

e-mail address : [bnmlink@bnm.gov.my](mailto:bnmlink@bnm.gov.my)

Website: [www.bnm.gov.my](http://www.bnm.gov.my)

**Ombudsman for Financial Services (664393P) /  
Ombudsman Perkhidmatan Kewangan (664393P)**

*(Formerly known as Financial Mediation Bureau)*

Level 14, Main Block, Menara Takaful Malaysia,  
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Tel. No.: 03-2272 2811

Fax No.: 03-2272 1577

E-mail: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website: [www.ofs.org.my](http://www.ofs.org.my)

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](http://www.pidm.gov.my)).