EXPLANATORY NOTES

How to read this document

Please note that your Private Car Policy only starts from Page 5 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 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 (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

A. 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.

B. 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 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:

- *declare your policy void from inception (which means treating it as invalid), and we may not return any premium;*
- *cancel this policy and return any premium less our cancellation charge or recover any unpaid premium;*
- *remove one or more named drivers from your policy and adjust your premium accordingly;*
- *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 because of any relevant road traffic legislation, plus any recovery cost.*

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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:

Basic Cover:	***Comprehensive***
Section A: Loss or Damage to Your Own Car	
1. a. Events We Cover	
(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 subject to certain exclusions	✓
(v) fire, explosion or lightning	✓
(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	✓
(vii) burglary, housebreaking or theft	✓
(viii) malicious act	✓
(ix) while in transit (limited cover)	✓
1. b. Events We Do Not Cover	✓
2. Basis of Settlement (how we will settle your claim)	✓
3. Towing Costs (to an Approved Repairer or safe place of storage)	✓
Section B: Liability to Third Parties	
1. a. What is Covered (by this section)	✓
1. b. What is Not Covered (by this section)	✓
2. Limits of Our Liability (the maximum that we pay)	✓
3. Cover for Legal Personal Representatives (if you are dead)	✓
4. Maximum Legal Costs (if approved)	✓
5. Rights of Recovery	✓
Section C: No Claim Discount	✓
Section D: General Exceptions *(what is not covered by the policy)*	✓
Section E: Conditions *(terms that you must comply with)*	✓
Section F: Definitions *(explains the words in bold)*	✓
Section G: Endorsements *(additional terms that we may impose on you or additional covers if you have paid additional premium)*	*Optional*

Key: ✓= *applicable* *X = not applicable*

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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': applicable to Comprehensive policy only.*
- *Section B1b – see 'What is Not Covered': applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.*
- *Section D – see 'General Exceptions': 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:

1. *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'};*
   - *strike, riot, civil commotion {see Section D – 'General Exception 8b'}; and*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6'}.*
2. *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.*
3. *We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' such as:*
   - *war, nuclear fission or fusion;*
   - *risks that are against public policy or against the law; and*
   - *drunk driving.*

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 customers.*

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.*

Who can drive your car?

- *Practically anyone can drive your car as long as the driver:*
  - *has a valid licence 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'};*
  - *has your permission to drive (see definition of '**Authorised Driver**' in Section F); 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 licence the driver possesses or if the driver is not a named driver (see explanation on excess under Section 'What is an Excess?'). 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**.*

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, which provides a limited cover for your liability for death or bodily injury of passengers.

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.

How much should you insure your car?

To be safe, you should insure your car at its current market value (see definition of 'Market Value' in Section F). 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').

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*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:*

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

*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 Your insurer.

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.

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 Section A2g) 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 licence; 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.*

Do's and Don'ts – after you have had an accident or theft

- ***Do:***
  - *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;*
  - *submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;*
  - *move your car to an Approved Repairer for repairs or windscreen repairs or replacement;*
  - *fully fill up the relevant sections of your claim form – do not put "refer to police report"; and*
  - *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:***
  - *negotiate, admit or repudiate any claim without our consent (see Condition 2 in Section E); and*
  - *authorise repair without our consent (see Condition 2f in Section E).*

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

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STAMP DUTY PAID

PRIVATE CAR POLICY

WARNING NOTICE

1. **All accidents must be reported to the police within 24 hours.**
2. **It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance. If this extension is required, please contact your agent or our nearest branch for further information.**

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-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**. 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 Cover

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 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**;

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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 an **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

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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:

$$\frac{\textbf{Sum Insured}}{\textbf{Market Value}} \times \text{Assessed Loss}$$

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*** *(see explanation on excess under Section 'What is an Excess?')*

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 licence; 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 move **Your Car** to the nearest **Approved Repairer** or to a safe place of storage

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while awaiting repair or disposal.

Section B: Liability to Third Parties

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

1a: What is Covered?

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: What is Not Covered?

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 in or on the said **Car** as part of his / her employment e.g. car wash worker, mechanic etc.*

(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.*

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(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

(viii) 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 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 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***

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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 and B1b.*

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

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**:

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

a. left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage; or

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b. 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:

a. 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
b. 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:

a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
d. the use, handling or transportation of radioactive material.
e. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
f. radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

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.

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:

A. Consumer Insurance Contract

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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.

B. 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:

a. 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:

- Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
- 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.

b. 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.

c. 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.

d. 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.

e. Send **Your Car** to an **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.

f. **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:

- Admit any responsibility for any **Incident**; or
- 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**.*

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"Anyone else" may refer to personal representative or administrator / estate of the policyholder.

Please refer to MSIG's Motor Claims Service Charter at https://www.msig.com.my/motor-customer-service-charter-mcsc/

3. Cancellation

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

a. Cancellation by **You**:
- **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.
- 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 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.

b. Cancellation by **Us**:
- **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**.
- 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

a. **You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Car** during the **Period of Insurance**.
b. 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**:

a. 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**;
b. 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**;
c. 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

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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

d. 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 licence 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

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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 **Your** insurer 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 licence 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. **Financial Markets Ombudsman Services (FMOS)**
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. **Approved Repairer**
This refers to any of the following:
a. motor repair workshops which are on **Our** panel of approved workshops;
   (i) **We** will ensure there are adequate number of **Our** panel of approved workshops to provide reasonable and convenient access to **You**;
   (ii) Where there are no panel of approved workshops at any nearby locations in the event of an **Incident**, **We** may at **Our** discretion choose to either:
      - assist **You** in accessing the nearest workshop on **Our** panel and arrange for towing services to such selected workshop at no cost to **You**; or
      - allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by Us.

or

b. any other repairer that **We** have given **You** special permission to use. The circumstances under which a special permission may be granted by **Us** includes:
   (i) no **Approved Repairer** described in (a) above is available at the location of **Your Car**, and **We** are unable to assist **You** in accessing the nearest workshop on **Our** panel or that is registered with JPJ;
   (ii) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
   (iii) franchise repairers.

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, round-abouts, 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**.

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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

*Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Policy**.*

Endorsement 1: Excess All Claims *(see explanation on excess under Section 'What is an Excess?' and definition of '**Excess**' in Section F)*

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 *(see explanation on excess under Section 'What is an Excess?' and definition of '**Excess**' in Section F)*

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 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**.

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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 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 which cover legal liability as provided under this endorsement; 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.

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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

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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:

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a. **We** make a payment for a claim under this endorsement;
b. the ownership of this **Policy** is transferred to another party; or
c. **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:
a. if **Your** claim is only for breakage of glass that is payable under Endorsement 89;
b. for any delay in the time taken to repair **Your Car** beyond the assessed repair time. 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;
c. if **Your** claim is for theft or total loss of **Your Car**; or
d. 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 **Us** 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**.

Endorsement M001: Smart Key Shield (Non- Tariff)

In consideration of the additional premium that **You** paid to **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover the cost to replace, repair and/or reprogram **Your Car Keys** including any affected **Locks** in the event **Your Car Key** is stolen, lost, or accidentally damaged 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 M001 - Smart Key Shield Endorsement (Non- Tariff)**'.

This benefit is limited to one (1) set of **Car Keys** for **Your Car**, and is not subject to loss or damage being suffered to **Your Car** covered under the **Policy**. This benefit does not cover the loss of or damage to any set of spare **Car Keys**.

If **Your** claim is for the lost, stolen, or accidentally damaged **Car Keys** only and no other damage to **Your Car**, **We** will not deduct any **Excess**, and **You** will not lose **Your No Claim Discount** (NCD) entitlement.

In the event of a claim, **You** are required to provide a police report and evidence of damage, and receipts or invoices issued by the vehicle principal dealer or motor workshop for the replacement, repair and/or reprogramming of the **Car Key** and/or any affected **Locks**.

If **Your Car Key** is replaced, the cover provided by this endorsement comes to an end as soon as the **Car Key** is replaced. If **You** wish to enjoy continued coverage **You** must buy a new endorsement cover and pay the additional premium and a loading in the sum equal to 10% of the premium to **Us**.

This endorsement shall not apply where there is an own damage claim or **Your Car** has been declared a total loss or loss due to theft.

The following words shall have the meanings as defined below.

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1. **Car Key / Keys**
   This refers to the key that is made by the **Car** manufacturer to access and start **Your Car**, including any electronic or infra-red key fobs, associated **Locks**, and parts of alarm and/or immobilizer integral to the **Car Key**.

2. **Locks**
   This refers to **Your Car's** locks associated with the **Car Keys**.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement M004: Waiver of Betterment Cost (Non -Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that **You** would not be required to contribute any amount towards **Your Car's** betterment if new original parts are used to repair **Your Car** on condition that the age of **Your Car** must not be less than five (5) years and not more than fifteen (15) years (for the purpose of determining the age of **Your Car**, please refer to Section A (2)(f) of this **Policy**).

This cover will automatically be terminated upon settlement of a claim under this endorsement. If **You** wish to enjoy continuous coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement M010: Inclusion of Special Perils on a First Loss basis (Non-Tariff)

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, up to the amount mentioned in the **Schedule** under the heading '**Endorsement M010 - Inclusion of Special Perils on a First Loss basis (Non-Tariff).**'

If **Your** claim is made under this endorsement for 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 only, **We** will not deduct any **Excess** and there will be no penalty for under-insurance.

In the event of a claim, **You** are required to provide a Police Report, evidence of damage and receipts or invoices issued by the vehicle principal dealer or motor workshop for the repair of **Your Car**.

This cover is terminated on the date **Your** claim (irrespective whether **Your** claim is for the replacement or repair of the lost or damaged parts of **Your Car**) is fully settled up to the amount mentioned in the **Schedule** under this endorsement. 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 part of **Your Car** is repaired at the amount lesser than the amount mentioned in the **Schedule**, 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, at the agreed rate on the amount of loss calculated on pro-rata basis from the date of such loss to the expiry of the current period of insurance premium.

We have the final say on whether to replace or to repair the lost or damaged parts of **Your Car**.

Endorsement M011: Waiver of Compulsory Excess (Non-Tariff)

In consideration of the additional premium that **You** paid to **Us** for this endorsement, **We** agree to waive our right to deduct the Compulsory **Excess** of RM400 for the scenarios stated under Section A2g of this **Policy**, which is applicable to **You** or the person driving **Your Car** with **Your** consent at the time of the **Incident**.

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

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement M013: 24-Hour Unlimited Towing Service (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, if **Your Car** is immobilised as a result of accident or breakdown where it is not possible to be repaired on the site, **Our** MSIG Motor Assist will tow **Your Car** for an unlimited distance to **Your** preferred workshop or **Your** home at no additional cost to **You**. Toll charges are included in the service up to RM20.00 per roundtrip.

Territorial Limits
The 24-Hour Unlimited Towing Service shall be made available anywhere within Malaysia and Singapore excluding the Islands except for Labuan, Langkawi, Pangkor, Penang and Redang. It shall be included anywhere while in Thailand and Brunei up to a maximum of 130km per roundtrip.

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

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Subject otherwise to the terms and conditions of this **Policy**.

Endorsement M017: Driver's Personal Accident (Non-Tariff)

It is hereby declared and agreed that **We** will compensate for death or disablement (the Benefits) as described below if the **Insured Person** is injured and within one year of its happening the **Injury** is the sole cause of the death or disablement.

We will pay **You** or **Legal Representatives** for **Injury** as per defined in the **Policy**/this **Endorsement**.

	Benefits	**Compensation (RM)**
1.	**Accidental Death**	30,000
2.	**Permanent Total Disablement** as specified below	
	a. Loss of both hands or both feet	30,000
	b. Loss of one eye and one hand or one foot	30,000
	c. Total paralysis of all limbs	30,000
	d. Loss of sight of both eyes	30,000
3.	**Permanent Partial Disablement** as specified below	The amount payable is shown below against each Benefit, but not exceeding RM30,000 for any one **Insured Person:**
	a. Loss of one hand or foot	15,000
	b. Loss of sight of one eye	15,000
	c. Loss of four fingers and thumb of one hand	15,000
	d. Loss of hearing of both ears	15,000
	e. Loss of speech	15,000
	f. Loss of all toes	4,500
4.	**Medical Expenses** Medical, surgical, hospital, nursing home and nursing fees or charges incurred within 52 weeks of the happening of the **Injury**, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered **Medical Practitioner,** at a hospital and/or Registered Clinic.	Reimbursement up to RM2,000 in respect of any one **Insured Person** in any one accident.
5.	**Funeral and Cremation Expenses** Necessarily and reasonably incurred and supported by receipted accounts from a recognised undertaker upon the death of the **Insured Person**.	Reimbursement up to RM3,000 in respect of any one **Insured Person** in any one accident.

6. Bereavement Allowance
Upon a valid claim under Benefit 1 above, **we** will pay RM1,000.

7. Ambulance Fees
We will reimburse the charges levied by the hospital or by a private ambulance company for emergency/ambulance response consequent upon an accident to the **Car** stated in the **Schedule** up to RM500.

8. Hospital Income
We will pay a daily allowance of RM75 to any one **Insured Person** as a result of an accident to the **Car** stated in the **Schedule** for the period that the **Insured Person** is confined in a hospital for treatment of **Injury** up to 60 days.

9. Accidental Facial/ Dental Cosmetic Surgery
We will reimburse medical expenses incurred up to RM1,000 for treatment or reconstructive surgery of facial/neck (at or above the neck) disfigurement or damage to sound natural teeth following injuries sustained as a result of an accident to the **Car** stated in the **Schedule** provided such treatment is deemed necessary and performed by a **Medical Practitioner** within 12 months from the date of Accident.

10. Double Indemnity
If an accident occurs to the **Car** stated in the **Schedule** during a nationwide Malaysian Public Holiday and directly result in accidental death or permanent total disablement due to total paralysis of all limbs, Benefit 1 or 2 (c) will be increased to RM60,000.

Compensation Limits in respect of any one Insured Person

1. For Benefit 2 and/or Benefit 3 "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle joint.

2. Compensation shall not be payable for:
   a. any specific **Injury** under Benefit 2 and/or Benefit 3 where, for that same **Injury** greater compensation is payable for another part of Benefit 2 and/or Benefit 3 which includes that specific **Injury**,
   b. Benefit 1 in addition to any Benefit 2 and/or Benefit 3 if caused by the same **Injury,** except that if a payment has

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been made under any part of Benefit 2 and/or Benefit 3 and death occurs subsequently solely caused by and within one year of the **Injury,** then we will pay any difference if the Compensation payable for Benefit 1 is greater than that already paid for Benefit 2 and/or Benefit 3,

c. more than RM30,000 in aggregate for any or all of Benefit 2 and/or Benefit 3 for any one **Insured Person**.

3. Compensation shall be payable for:
   a. Children below 12 at the time of the accident will only be entitled to 50% of all the above benefits.
   b. Aggregate limit up to the permitted seating capacity of the **Car**.

4. Nothing will be payable in respect of Benefit 4 if there is any other insurance in force covering the loss or if **you** or the **Insured Person** are entitled to indemnity from any other source, provided that **we** shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

Exclusions

1. **Injury** caused directly or indirectly, wholly or partly by:
   a. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) or unlawful act,
   b. pregnancy, childbirth or pre-existing physical or mental defect or infirmity unless caused solely and directly by the Accident,
   c. the **Car** being used for racing, road rally, pacemaking, speed testing, reliability trial or use of any purpose in connection with the motor trade,
   d. the **Car** being used for driving instruction,
   e. Political Exclusion:
      This insurance does not cover any loss or damage occasioned directly or indirectly by or through or inconsequence of any of the following occurrences namely:
      i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
      ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such.
   f. accidents caused outside the Territorial Limit.

2. **Injury** caused directly or indirectly, wholly or partly by:
   a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound),
   b. any other kind of diseases,
   c. medical or surgical treatment (except such as may be necessary solely by **Injury** covered by this **Policy**/**Endorsement** and performed within the time provided in the **Policy**/**Endorsement**),
   d. or arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Syndrome) and / or any HIV related illness including AIDS (Acquired Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and / or any mutant derivatives, variations or treatment thereof however caused.

Conditions

1. **Disappearance** (Applicable to Individual **Car** Owner only)
   We shall presume death to have been suffered by the **Insured** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads to our conclusion that death was caused by a Bodily **Injury**. However, if at any time after payment of Benefits for such death the **Insured** is found to be living, such Benefits shall be refunded to **us**.

2. **Age Limit**
   The age limits for any **Insured Person** cover in the Policy is up to 75 years.

Claims Conditions

1. **Condition Precedent**
   The payment of claims under this **Endorsement**/**Policy** is dependent upon observance of its terms and conditions by **you**, and so far as they apply, by the **Insured Person** or any other claimant.

2. **Advice of Loss**
   You must report in writing to **us** within thirty (30) days full details of any **Injury** which may result in a claim under this **Endorsement**/**Policy**. For losses other than **Injury** which may result in a claim under this **Endorsement**/**Policy**, **You** must report in writing to **us** within fourteen (14) days with full details of damages, and where necessary, **We** reserve the right to request for substanting documents and/or applicable reports at **Your** expense.

3. **Medical Examination**
   You or the **Insured Person** shall employ the services of a registered **Medical Practitioner** and the **Insured Person** shall undergo any treatment such **Medical Practitioner** shall deem necessary. The **Insured Person** may have to undergo further medical examination required by **us** at our expense.

4. **Document**
   All certificates, information and evidence must be provided at **your** expense or at the expense of any claimant in the form and nature required. In the event of death of the **Insured Person, We** shall require sight of the death certificate and may require a post-mortem examination at our expense.

5. **Seating Capacity**
   In the event that the actual number of **Insured Person(s)** exceeds the seating capacity stated in the registration card

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of the named **Car**, our limit of liability for all sections per **Insured Person** will be reduced proportionately by the actual number of **Insured Person**(s) in the **Car**.

6. **Payment of Benefits**
   a. In respect of any accidental death benefits payable under the Benefits as stated above in relation to the coverage to the **Insured Person**, it shall be paid in accordance to Schedule 10 of the Financial Services Act 2013.
   b. In respect of any benefits payable (except any accidental death benefits) under the Benefits as stated above in relation to the coverage to the **Insured Person**, it shall be paid to the **Insured Person**. However, in the event before the payment of benefits can be paid to the **Insured Person**, the **Insured Person** dies, so under this circumstance, **we** will pay the payment of benefits to the **Insured Person**'s legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Endorsement**/**Policy**.

7. **Sanction Limitation and Exclusion Clause**
   We will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **Endorsement**/**Policy** where by doing so would breach any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Some definitions applicable to this Endorsement (Note: for those definitions in bold not defined in this **Endorsement**, please refer to the definitions in bold stated in the Policy).

1. **Insured**
   means **you**, the owner of the **Car** named in **the Schedule**.

2. **Insured Person /You /Your**
   means **you**, any driver authorised by **You** and **Your** passengers.

3. **Injury**
   means death or permanent disability of the **Insured Person** whilst driving or riding as passenger and/or boarding or alighting from the **Car** stated in the **Schedule.**

   In respect of individual private motor **Car** owner, **Injury** shall be extended to cover bodily injuiry to him/ her or his/ her spouse and children whilst: -

   1. boarding, alighting from, driving or travelling in any private vehicle(s) other than motorcycles and / or scooters.
   2. as a pedestrian in an accident involving any road vehicle and railway train.
   3. travelling as a fare paying passenger on any railway train, licensed ferry boat or passenger ship during the period of insurance within the Territorial Limit.

4. **Legal Representatives**
   means the individual person(s) or Public Trustee or trust company who/which would be legally entitled to receive policy moneys payable under this **Endorsement** in accordance to Schedule 10 of the Financial Services Act 2013 in respect of accidental death to the **Insured Person.**

5. **Medical Practitioner**
   means any person qualified by a degree in western medicine and legally licensed and authorised to practice medicine and surgery.

Endorsement M019: Accident Repair Allowance (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay an allowance, in the amount specified in the **Schedule,** in the event **Your Car** is laid up in a motor repair workshop for repairs pursuant to **Your** claim under Section A. This allowance will only be payable when **Your** damaged **Car** is laid up at the workshop for a minimum duration of four (4) working days as confirmed by **Our** attending adjuster with a minimum approved repair cost of RM5,000.

In the event of a claim, **You** are required to provide:
a. photographs of the damaged **Car** including full view of the entire **Car** and its registration number; and
b. copies of police report and registration card.

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:
a. if **Your** claim is only for breakage of glass; or
b. if **Your** claim is for theft, total loss of **Your Car** or under "Beyond Economic Repair" process.

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

This cover will automatically be terminated upon settlement of a claim under this endorsement. If **You** wish to enjoy continuous coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

Endorsement M020: EZ-Mile (Non-Tariff)

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When **Your Policy** is extended to cover this **Endorsement**, **You** are deemed to have given **Us** consent to process **Data**. **Data** will be processed by **Us** for the purpose of claims handling, claims assessment, analysing and profiling **Your** driving behaviour and **Car** usage. Reminders will also be sent to **You** via the **App** to update **Your Car**'s odometer reading and **Top Up**, depending on **Your** usage of **Your Car**.

Coverage
We will indemnify:

a. **You** for loss or damage to **Your Car** in the event of an **Incident** specified under Section A1a of this **Policy**, if **Your Car**'s mileage is within the **Allocated Mileage** and **Grace Mileage** (and any **Mileage Top Up** purchased) specified in the **Schedule** during the **Period of Insurance**; and/or

b. **You** and/or **Your Authorised Driver**, irrespective of the **Allocated Mileage** and **Grace Mileage** (and any **Mileage Top Up** purchased) 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 the event as specified under Section B1a of this **Policy**,

provided that **You** have extended **Your Policy** to cover this **Endorsement** at the **Policy** purchase date (and any **Endorsement M021** for **Mileage Top Up** purchased).

For the avoidance of doubt, **Endorsements** with their numbers specifically printed in the **Schedule** too shall apply if **You** do not exceed **Your Allocated Mileage** and **Grace Mileage** (and any **Mileage Top Up** purchased).

Exceeded Allocated Mileage Conditions
In the event **You** have exceeded **Your Allocated Mileage** and **Grace Mileage** (and any **Mileage Top Up** purchased), **You** will only be covered for:

a. Loss or damage to **Your Car** due to:
   (i) fire, explosion or lightning as specified under Section A1a(v) of this **Policy**;
   (ii) burglary, housebreaking or theft as specified under Section A1a(vii) of this **Policy**, provided either one (1) or more of these occurred when **Your Car** was at a safe place of storage within the compound of **Your** residence or within the compound of a gated and/or guarded community in which **You** reside; and/or

b. **Your** liability to third party as specified under Section B1a of this **Policy**;

c. The following **Endorsement**(s), provided the **Endorsement**(s) is/are specifically printed in the **Schedule**:
   (i) Legal Liability of Passengers for Negligent Acts **(*Endorsement 72*)**;
   (ii) Cover for Windscreens, Windows and Sunroof **(*Endorsement 89*)**;
   (iii) Separate Cover for Accessories fixed to Your Car **(*Endorsement 97*)**;
   (iv) Gas Conversion Kit and Tank **(*Endorsement 97(a)*)**;
   (v) Legal Liability to Passengers **(*Endorsement 100*)**;
   (vi) Smart Key Shield (Non-Tariff) **(*Endorsement M001*)**;
   (vii) 24-Hour Unlimited Towing Service (Non-Tariff) **(*Endorsement M013*)**;
   (viii) Driver's PA Cover (Non-Tariff) ***(applicable only to MSIG Private Car with Driver's PA Insurance Policy)***;
   (ix) Driver's Personal Accident (Non-Tariff) **(*Endorsement M017*)**;
   (x) Policyholder's Personal Accident Cover (Non-Tariff) **(*Endorsement L001*)**;
   (xi) Loss or Damage to Personal Belongings (Non-Tariff) **(*Endorsement L003*)**;
   (xii) Transportation Allowance (Non-Tariff) **(*Endorsement L004*)**;
   (xiii) Limit of liability for Third Party Property Damage (TPPD) **(Endorsement 105)**;
   (xiv) Current Year "NCD" Relief **(Endorsement 111)**,

if **Your Car**'s mileage exceeds the **Allocated Mileage** and **Grace Mileage** (and any **Mileage Top Up** purchased).

Exclusions
We will not pay for the following:

a. If **You** have exceeded the **Allocated Mileage** and **Grace Mileage** (and any **Mileage Top Up** purchased)
   (i) Any **Incident**, loss or damage as specified under Section A1a, except for Section A1a(v) and Section A1a(vii), provided either one (1) or more of the event(s) as specified under Section A1a(vii) occurred when **Your Car** was at a safe place of storage within the compound of **Your** residence or within the compound of a gated and/or guarded community in which **You** reside, if **Your Car**'s mileage exceeds the **Allocated Mileage** and **Grace Mileage** as specified in **Your Schedule** and **Mileage Top Up** under **Endorsement M021**, if any, during the **Period of Insurance**;
   (ii) **Endorsement**(s)
   - Strike, Riot and Civil Commotion ***(Endorsement 25)***;
   - Inclusion of Special Perils ***(Endorsement 57)***;
   - Compensation for Assessed Repair Time (CART) ***(Endorsement 112)***;
   - Waiver of Betterment Cost (Non-Tariff) ***(Endorsement M004)***;
   - Inclusion of Special Perils on a First Loss Basis (Non-Tariff) ***(Endorsement M010)***;
   - Waiver of Compulsory Excess (Non-Tariff) ***(Endorsement M011)***;
   - Inconvenience Relief Allowance (Non-Tariff) ***(Endorsement L002)***;
   - Accident Repair Allowance (Non-Tariff) **(Endorsement M019)**;
   - Caravan Trailer **(Endorsement 22)**;
   - Extension of Cover to the Kingdom of Thailand **(Endorsement 101)**;

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- Extension of Cover to West Kalimantan **(Endorsement 102)**.

b. **Your** financial obligations under **Your** Hire Purchase agreement with the owner/financier of **Your Car** if **You** have exceeded the **Allocated Mileage** and **Grace Mileage** (and when no **Mileage Top Up** is made).

c. **Fraud**
Any loss or damage if **Your Car**'s odometer reading has been tampered or manipulated with, was incorrect at the time of submission of **Your Car**'s odometer reading, or **Your Car**'s odometer is not functioning and **You** failed to repair it.

Conditions

a. **Odometer Reading**
You shall submit an accurate photo of **Your Car**'s odometer reading at the **Policy** inception date for first enrolment and subsequent renewal, and in the event of claim. **We** will give **You** a grace period of three (3) days from the **Policy** inception date for first enrolment and subsequent renewal to update **Your Car**'s odometer reading and if **You** fail to do so, the odometer reading **You** submitted and entered by **Us** during the **Policy** purchase for first enrolment and subsequent renewal will be deemed as the correct odometer reading to start measuring the mileage for the plan **You** purchased. **You** are also required to submit an accurate photo of **Your Car**'s odometer reading at intervals of three (3) months during the entire **Policy** period to ensure **MSIG Microtag**'s mileage and **Your Car**'s odometer reading mileage is in sync.

You should ensure **Your Car**'s odometer is always functioning and regularly check **Your Car**'s odometer reading to ensure **Your Allocated Mileage** has not been exhausted.

b. **Mileage Plan**
You should ensure that **You** purchase the plan with adequate mileage cover range for **Your Car** to cover **Your Period of Insurance**. Upon the complete usage of **Your Allocated Mileage** and **Grace Mileage**, **We** will only pay loss for third party bodily injury, third party property damage and any loss or damage to **Your Car** due to fire, explosion or lightning. Any loss or damage to **Your Car** due to burglary, housebreaking or theft is not covered, provided either one (1) or more of these occurred when **Your Car** was at a safe place of storage within the compound of **Your** residence or within the compound of a gated and/or guarded community in which **You** reside. **We** will not pay for any loss or damage to **Your Car** due to accident. **You** have an option to purchase the **Mileage Top Up** to ensure that **You** enjoy the comprehensive coverage.

c. **Top Up**
You shall submit a current photo of **Your Car**'s odometer reading together with a current photo of **Your Car** when **You** purchase the **Mileage Top Up**. **You** are allowed to purchase an unlimited number of **Mileage Top Up** as **You** deem necessary during the **Period of Insurance**. Each **Top Up** will be added to **Your** existing **Allocated Mileage** plan.

For avoidance of doubt,
(i) **Mileage Top Up** does not replace **Your Allocated Mileage** plan.
(ii) After the **Allocated Mileage** is fully utilised, **Your** comprehensive coverage will only continue from the time **Mileage Top Up** is purchased.

d. **Cancellation/Mid-Term Changes**
No cancellation and/or mid-term changes are allowed under this **Endorsement** with the exception that **Your Policy** is cancel at the same time.

MSIG Microtag Device

a. **Installation of MSIG Microtag**
(i) Upon purchasing this **Endorsement** to **Your Policy**, **Our Service Provider** will dispatch the **MSIG Microtag Device** to **Your** correspondence address within twelve (12) days prior to the **Policy** inception date or upon signing up an account.
(ii) **You** are required to fix the **MSIG Microtag Device** in **Your Car** for Bluetooth pairing purpose, and **You** or **Your Authorised Driver** shall pair the **MSIG Microtag Device** with **Your** or **Your Authorised Driver's** smartphone, for activation via Bluetooth within seven (7) days upon receiving the **MSIG Microtag Device**.
(iii) In the event that **You** or **Your Authorised Driver** fail(s) to install the **MSIG Microtag Device** in **Your Car** and/or activate Bluetooth pairing via smartphone within seven (7) days upon receiving the **MSIG Microtag Device**:
- **We** will not be able to collect the **Mileage** from **Your** driving trip;
- **You** will not be connected to enjoy any of the **MSIG Microtag Device**'s safety features;
- **We** will not pay for any loss or damage to **Your Car** due to accident;
- Any loss or damage to **Your Car** due to burglary, housebreaking or theft is not covered, provided either one (1) or more of these occurred when **Your Car** was at a safe place of storage within the compound of **Your** residence or within the compound of a gated and/or guarded community in which **You** reside; and
- **We** will only pay loss for third party bodily injury, third party property damage and any loss or damage to **Your Car** due to fire, explosion or lightning.

b. **Replacement of MSIG Microtag**
The **MSIG Microtag Device** supplied by **Our Service Provider** comes with a one (1) year warranty which covers manufacturing defects. In the event of any loss of or damage to the **MSIG Microtag Device** due to misuse, tampering, unauthorised interfering or alteration by **You** or any unauthorised person(s), **You** may request for a replacement **MSIG Microtag Device** by calling the MSIG Microtag Helpdesk at 03-58880197 or via the MSIG Microtag Helpdesk In-App form and **Our Service Provider** shall provide **You** with a replacement **MSIG Microtag Device** for a charge of RM90.

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It is important to note that **You** should ensure that the **MSIG Microtag Device** is successfully connected to Your smartphone all the time whenever the **Car** is driven during the entire **Policy** period.

Definitions

Some definitions applicable to this Endorsement (Note: for those definitions in bold not defined in this **Endorsement**, please refer to the definitions in bold stated in the **Policy**).

a. **Allocated Mileage**
This refers to the mileage plan chosen by **You** upon purchasing or renewing **Your Policy**. **Allocated Mileage** is the maximum distance **You** estimate to travel during the **Period of Insurance**. **You** must choose the mileage plan that is adequate based on **Your** estimated annual usage of **Your Car** and there are three (3) mileage plans as below:

Plan	Mileage Plan (kilometres per annum)
A	0 up to 5,000
B	0 up to 10,000
C	0 up to 15,000

b. **App**
This refers to **Our** smartphone application tracking feature downloaded and installed in **Your** smartphone by **You**.

c. **Data**
This refers to information, records and/or other data relating to **Your** and/or **Your Authorised Driver**'s driving behaviour and **Your Car**'s usage, collected and/or transmitted through the **App** which is downloaded and installed in **Your** and/or **Your Authorised Driver**'s smartphone, and includes without limitation:
- Times and dates of travel;
- **Your Car**'s location;
- Distances travelled;
- Speed of **Your Car** for each trip or journey; and
- Phone distractions such as using a smartphone whilst driving.

Collection of **Data** shall be deemed to have commenced from the time either **Your** or **Your Authorised Driver**'s smartphone is connected to the **MSIG Microtag Device** installed in **Your Car** via Bluetooth.

d. **Grace Mileage**
An additional maximum of five hundred (500) kilometres per year is automatically added when **Your Car** has exceeded the **Allocated Mileage** plan during the **Period of Insurance**.

e. **MSIG Microtag Device**
This refers to the wireless Bluetooth device to be paired to **Your** smartphone to enjoy the following features:
- eCall ADR – Automatic Driver Recognition: The system detects severe crashes via smartphone. In the event of accident, **Our** helpline will call **You** to provide assistance. Press MSIG SOS button to disregard the alert if **You** are fine.
- bCall Concierge: Press MSIG SOS button on **MSIG Microtag Device** to request for assistance in the event of breakdown or emergency. Call Centre will contact **You** to provide assistance.
- Safe Driving Alert (SDA): Texting while driving is one (1) of the major causes of accidents. Turn on SDA for real time friendly "beeping" alerts to help prevent driving distraction.
- Reminder on latest odometer reading updating and photo submission before **Policy** Inception date, subsequent renewal, in the event of claim, at intervals of three (3) months during the entire **Policy** period and **Mileage Top Up**.

f. **Service Provider**
This refers to CSE Telematics Sdn Bhd which is **Our** authorised supplier and service provider of the **MSIG Microtag Device** though **We** may subsequently appoint any other **Service Provider** as **We** deem appropriate.

g. **Top Up**
This refers to the **Mileage Top Up** of three thousand (3,000) kilometres purchased by **You** by paying **Us** an additional premium during the **Period of Insurance.**

Disclaimer and Limit of Liability

The **MSIG Microtag Device** is provided to **You** by the **Service Provider** solely for the purpose provided in this **Endorsement.** In no event shall **We** be liable, directly or indirectly, for any special, incidental, punitive or consequential damages of any kind, whether arising under breach of contract, tort (including negligence), strict liability or otherwise arising out of the use of the **MSIG Microtag Device**. Please ensure that **You** read and understand the terms and conditions relating to the product warranty and use of the **MSIG Microtag Device** as stated in the Terms of Use sheet.

Confidentiality and Privacy

All **Data** is held in strict confidence and processed solely for the purpose of this **Endorsement**, in accordance with prescribed data privacy laws currently in force in Malaysia.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement M021: Mileage Top Up (Non-Tariff)

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree to increase the **Allocated Mileage** for **Endorsement M020** by the **Mileage Top Up** of three thousand (3,000) kilometres.

Subject otherwise to the terms and conditions of this **Policy**.

Warranty No. 1 - Warranty on Overloading of Vehicle (Applicable to All Commercial Vehicles Including Private Buses and Vans)

Warranted that We shall not be liable under Section A of this Policy in the event that at the time of accident giving rise to a claim under this Policy Your Vehicle carries a load in excess of the permitted weight and/or number of passengers as specified in the registration book of Your Vehicle. Provided always that this warranty shall not apply unless overloading exceeds by 10% of the permitted weight (for goods carrying vehicles).

Subject otherwise to the Terms and Conditions of this Policy.

Notes: For the purpose of calculating the number of persons where children are carried, such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

Endorsement EV01: Electric Car (Non-Tariff)

We agree to extend this **Policy** subject to the terms and conditions and exceptions to cover **Your Electric Car**.

Coverage
We will indemnify:

a. **You** for loss or damage to **Your Car** in the event of an **Incident** specified under section A1a of this **Policy.**
b. **You** and/or **Authorised Driver**, for the amount which **You** and/or **Your Authorised Driver** are legally liable to pay any third party for the event as specified under Section B1a of this **Policy**.

Exclusions
We will not pay for:

1. **Your Charging Cable** unless it is damaged as per **Incident** as specified under Section A or it is stolen together with **Your Car**.

2. **Over the Air (OTA) updates**
   Any loss, damage, injury or liability (including any cost of defending any action) connected in any way directly or indirectly to:
   a. Operate **Your Car** with **OTA** updates that are not approved by **Your Car's** manufacturer; or
   b. Operate **Your Car** with **OTA** updates that are not in production by **Your Car**'s manufacturer.

Definitions
Some definitions applicable to this Endorsement.

a. Charging Cable
This refers to the cable between the charging station and the **Electric Car** to supply electricity to the battery.

b. Electric Car
An electric vehicle (EV) that operates on electric motors without an internal combustion engine and is fully powered by electricity from a battery that requires charging.

c. Over the Air (OTA) updates
This refers to software updates such as functionality, performance and safety updates that are installed wirelessly.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement EV04: Electric Vehicle (EV) Home Wall Charger (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will indemnify **You** the expenses incurred to repair or replace **Your** EV Home Wall Charger up to RM20,000, in the event of loss or damage due to fire, lightning, explosion, aircraft and aerial devices and/or articles dropped therefrom, impact damage from road vehicles, bursting or overflowing of domestic water tanks, apparatus or pipes, theft (due to forcible and violent breaking), hurricane, cyclone, typhoon, windstorm, earthquake, volcanic eruption and flood.

In the event of a claim, **You** are required to provide **Us** with the following:

a. copy of police report;
b. copy of repair invoice/official receipt; and
c. any other relevant documents requested by **Us**.

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This cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed during the **Period of Insurance**. For any claim that **We** agree to pay under this endorsement, **We** will not deduct any **Excess** and **You** will not lose **Your** NCD entitlement.

Exclusions
We will not pay for any of the following circumstances:

1. Loss or damage to **Your** EV Home Wall Charger caused by impact damage from **Your Car**; or
2. Loss or damage to **Your** EV Home Wall Charger caused by impact damage from a car own by a member of **Your Household**; or
3. Damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or deterioration, abuse, misuse, negligence, lack of or improper use, maintenance, storage or transport; or
4. Damages and/or repairs that are covered under manufacturer's warranty; or
5. Any alteration or modification to **Your** EV Home Wall Charger that are not approved by the manufacturer; or
6. External factors that are not stated under this Endorsement, including but not limited to faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets; or
7. General appearance or damage to paint, including chips, scratches, dents and cracks unless loss or damage due to covered events as stated in this endorsement; or
8. Failure to contact the manufacturer upon discovery of a defect to **Your** EV Home Wall Charger; or
9. EV Home Wall Charger that is used for commercial purposes; or
10. EV Home Wall Charger that is covered under fire policy for the covered events as stated in this endorsement; or
11. Any claims that are payable and covered under other policy.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement EV05: Cleaning Cost Allowance (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay **You** an allowance of RM3,000 due to aftermath of the covered events on **Your** EV Home Wall Charger as mentioned in **Endorsement EV04: Electric Vehicle (EV) Home Wall Charger**.

Condition
You must ensure that a valid claim is presented for **Endorsement EV04: Electric Vehicle (EV) Home Wall Charger** to be able to claim for this benefit.

This cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed during the **Period of Insurance**. For any claim that **We** agree to pay under this endorsement, **We** will not deduct any **Excess** and **You** will not lose **Your** NCD entitlement.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement EV06: Personal Liability due to Direct Use of Electric Vehicle (EV) Home Wall Charger (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will indemnify **You** or **Your Authorised Driver** up to RM50,000 which **You** or **Your Authorised Driver** shall become legally liable to pay compensation in respect of:

a. accidental death or bodily injury to a third party; and/or
b. accidental damage to third party property;

where accidental death or bodily injury and/or property damage arises from the direct use of **Your** EV Home Wall Charger to charge **Your Car** in **Your** resident at the time of the **Incident**.

Limit of Liability
Our liability shall be payable to any claimant or any number of claimants arising from any one **Incident,** in any one **Period of Insurance** including all legal costs and expenses incurred by **You** or **Your Authorised Driver** with **Our** consent. **Our** limit of liability shall not exceed the sum of RM50,000 during any one **Period of Insurance.** Any claim payment under this endorsement shall reduce the limit by that amount from the date of **Incident** until the expiry of the **Period of Insurance** of the **Policy**. This endorsement shall immediately cease to be in force once the full amount of RM50,000 has been fully paid.

Exclusions
We will not pay for any of the following circumstances:

1. Death or bodily injury or damage which **You** or **Your Authorised Driver** cause intentionally; or
2. Death or bodily injury to member of **Your** or **Your Authorised Driver's Household**; or
3. Damages and/or repairs that are covered under manufacturer's warranty; or
4. EV Home Wall Charger that is used for commercial purposes; or
5. Liability arising from asbestos or any asbestos related injury or damage involving its use, presence or removal; or
6. Any claims that are payable and covered under other policy; or
7. Any alteration or modification to **Your** EV Home Wall Charger that are not approved by the manufacturer.

Subject otherwise to the terms and conditions of this **Policy**.

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Endorsement EV07: Portable Charging Cable (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will indemnify **You** the expenses incurred to repair or replace **Your** portable charging cable up to RM5,000, in the event of loss or damage due to accidental collision or overturning, fire or theft (due to violent and forcible entry).

In the event of a claim, **You** must provide **Us** with the following:

a. copy of police report;
b. copy of repair invoice/official receipt; and
c. any other relevant documents requested by **Us**.

This cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed during the **Period of Insurance**. For any claim that **We** agree to pay under this endorsement, **We** will not deduct any **Excess** and **You** will not lose **Your** NCD entitlement.

Exclusions
We will not pay for any of the following circumstances:

1. Damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper use, maintenance, storage or transport; or
2. Damages and/or repairs that are covered under manufacturer's warranty; or
3. Loss or damage due to any wilful act of recklessness, **Your** failure to take reasonable precaution to keep the portable charging cable secured, or whenever the portable charging cable is left unattended; or
4. Any alteration or modification to **Your** portable charging cable that are not approved by the manufacturer; or
5. External factors that are not stated under this endorsement causing loss or damage to the portable charging cable, including but not limited to faulty or damaged connector or adapter; or
6. Failure to contact the manufacturer upon discovery of a defect to **Your** portable charging cable; or
7. Portable charging cable that is used for commercial purposes; or
8. Any claims that are payable and covered under other policy.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement EV08: Inconvenience Cover Allowance (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay **You** an allowance of RM5,000 in the event:

a. **Your Car** is damaged as a result from direct use of a public electric vehicle charging station; and/or
b. **You** or **Your Authorised Driver** suffered a bodily injury as a result from direct use of a public electric vehicle charging station.

In the event of a claim, **You** must provide **Us** with the following:

a. copy of police report;
b. copy of repair invoice/official receipt for **Your** damaged **Car** and/or copy of medical report for the bodily injury which **You** or **Your Authorised Driver** suffered; and/or
c. any other relevant documents requested by **Us**

This cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed during the **Period of Insurance**. For any claim that **We** agree to pay under this endorsement, **We** will not deduct any **Excess** and **You** will not lose **Your** NCD entitlement.

Exclusions
We will not pay any of the following circumstances:

1. The use of public electric vehicle charging station that has not been approved by the local authorities to charge **Your Car**; or
2. Any damage to third party property and/or death or bodily injury to third parties arising from **Your** or **Your Authorised Driver's** use of the public electric vehicle charging station; or
3. Damage or bodily injury caused intentionally or arising from negligence in relation to the use of the public electric vehicle charging station by **You** or **Your Authorised Driver** or any person acting on **Your** or **Your Authorised Driver's** behalf; or
4. Failure to follow the charging manual or the electric vehicle manufacturer's instructions for charging, or use of the public electric vehicle charging station contrary to its normal or typical operation.

Subject otherwise to the terms and conditions of this **Policy.**

Endorsement EV09: 24-Hours Towing due to Flat Battery (Non-Tariff)

It is hereby agreed that **We** will provide the following services:

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i) 24-Hour Towing & Emergency Roadside Repair Services. **We** or **Our** service provider will provide the following services:

- If **Your Car** is immobilised as a result of accident or breakdown, **We** or **O**ur service provider will arrange to:
  - Organise minor repair on-site, if necessary.
  - Tow **Your Car** to **Your** home or **Your** preferred **Approved Repairer** to rectify the problem.
- If **Your Car** is immobilised as a result of **Your Car** runs out of battery, **We** or **Our** service provider will tow **Your Car** to the nearest EV charging point or **Your** home.

We will bear an amount of up to RM300 per incident for towing and any labour costs for on-site breakdown repairs only, excluding replacement of parts.

ii) Nationwide coverage of Our panel workshops.
iii) 24-hour Call Centre Service.
iv) Transmission of emergency information to the immediate family of the policyholder within Malaysia upon request.
v) Alternative Transport Home after a motor accident.

Subject otherwise to the terms and conditions of this **Policy**.

Endorsement P2P: Peer-to-Peer (P2P) Endorsement (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that your policy cover has been extended in the following manner:-

'**Limitation as to Use**' as defined under the **Certificate of Insurance** and explained under **Section F: Definitions of words highlighted in the Policy,** is varied to include cover for **Private use only** by an **Approved Guest** who has officially rented the **Car** from a **Licensed peer to peer e-platform** operator during the period of extension stated below.

PERIOD OF EXTENSION :
Start date of Peer to Peer Endorsement : *dd-mm-yyyy*
Expiry date of Peer to Peer Endorsement : *dd-mm-yyyy*

I) **CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES**
All coverages and benefits provided under this **Policy** applies while the Insured acts as an **Approved Host** by offering his **Car** for **Car Sharing** rental to an **Approved Guest** for **Private use only**, provided the **Car** is fully licensed under regulations imposed by **APAD** and/or **CVLB** in accordance with their licensing provision (if such licensing requirements have been imposed) for temporary rental for a fee i.e. **Car Sharing** services (as defined), and provided that all required regulatory or administrative provisions for such use are fully complied with.

Cover in respect of 'hire or reward' as mentioned in this **Policy** is extended for **Car Sharing** services only.

This endorsement does not cover use for e-hailing (also known as 'Private Hire') nor for rental for commercial purposes that requires a different type of **APAD** and/or **CVLB** license.

For the purpose of this endorsement, the scope of **Authorised Driver** (as defined under Section F: Definition of Words highlighted in the **Policy**) includes (a) an **Approved Guest** and/or (b) any person in the employ of the operator of the Licensed P2P e-platform and/or its authorised agents while performing collection or delivery service of the **Car** for the purpose of **Car Sharing**, provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.

Cover under this endorsement is confined only to the geographical boundary of Malaysia, and any geographical limits of operation that are or may be imposed by any administrative or licensing authority.

II) **ADDITIONAL DEFINITION OF TERMS:**

APAD - refers to the licensing authority for public service vehicles i.e. Land Public Transport Agency (also known as Agensi Pengangkutan Awam Darat).

Approved Guest - refers to persons approved by the operator of a Licensed P2P e-platform to (a) rent car(s) and/or (b) to drive car(s) rented from the Approved Host offered on the Licensed P2P e-platform.

Approved Host - refers to the Insured, who has offered the insured car for temporary rental on the Licensed P2P e-platform terms to the Approved Guest.

Car Sharing - refers to the concept of offering a privately owned car for short term business rental.

CVLB - refers to the licensing authority in East Malaysia for public service vehicles i.e. Commercial Vehicle Licensing Board.

Licensed peer to peer e-platform - (also **Licensed P2P e-platform)** refers to the digital platform approved by the Ministry of Transport and licensed by **APAD** and/or **CVLB** to offer cars provided by the Approved Host for temporary rental for a fee to any Approved Guest.

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Private use only – use only for social, domestic and pleasure purposes only, which includes the personal business purpose of the Approved Guest as explained in the Explanatory Notes to this **Policy**.

III) ADDITIONAL EXTENDED COVER:
To comply with **APAD**'s and/or **CVLB**'s licensing for **Licensed P2P e-platforms**, the following insurance coverages under the **Policy** are confirmed by virtue of this endorsement :-

(a) Loss or Damage to Your Own Car
Coverage for Loss or Damage to your Own Car will follow the terms and conditions provided under Section (A) Loss or Damage to your Own Car, under the **Policy** in accordance with the terms and conditions for which it has been issued, with the addition that cover now applies even when the **Car** is commercially rented out on a **Licensed P2P e-platform** for **Private use only.**

(b) Liability to Third Parties
Coverage for **Liability to Third Parties** will follow the terms and conditions provided under Section (B) Liability to Third Parties, under the **Policy** in accordance with the terms and conditions for which it has been issued, with the addition that cover now applies even when the **Car** is commercially rented out on a **Licensed P2P e-platform** for **Private use only.**

(c) Special Legal Liability to Passengers (P2P LLP)
Coverage for **Liability to Passengers** is confirmed as a policy extension under the extension wording (provided at the end of this endorsement), when the **Car** is commercially rented out on a **Licensed P2P e-platform** for **Private use only.** This extension includes the **Approved Guest** under the broad terminology of **Your Authorised Driver**.

This LLP cover however **does not** cover any person who is under the employment of the **Approved Guest** and/or any member of the household of the **Approved Guest** who was a passenger in the **Car**, whether it is for damage or loss to their property, or for their personal injury and/or death.

(d) Special Legal Liability of Passengers for Negligent Acts (P2P LLOP)
This extension provides cover for liability caused by **Legal Liability of Passengers for Negligent Acts** as described in the extension wording provided at the end of this endorsement.

IV) PREMIUM REFUND:
No refund shall be allowed for the cancellation of this endorsement.

V) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS :
All other terms and conditions provided under the **Policy** remains unchanged.

Extension P2P LLP: Special Legal Liability for P2P Passengers

We shall pay towards **You** or the **Approved Guest's** liability to any person being carried in or upon or entering or getting into or onto or alighting from the **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 who is an authorized agent of and/or under the employment of the **Operator of a Licensed P2P e-platform;**
c. damage to property belonging to, or in the custody of, or under the control of, or held in trust, by **You,** the **Approved Guest,** any member of **Your** or the **Approved Guest's Household,** or the **Operator of a Licensed P2P e-platform**;
d. liability to any passenger in **Your Car** who is a member of **Your** and/or the **Approved Guest's Household** and/or is an authorized agent of and/or is under the employment of the **Operator of a Licensed P2P e-platform**;
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;
h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam;
i. any form of liability caused by or contributed to by the **Licensed P2P e-platform** service provider; and
j. consequential loss of any kind arising from any of the above.

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 the **Approved Guest**. The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of passengers permitted by law}}{\text{X}} \quad \text{X} \quad \text{Total Claim Awarded}$$

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Actual number of passengers carried at time of Incident

Extension P2P LLOP: Special Legal Liability of Passengers for Negligent Acts

We agree that the insurance provided under Section B of this **Policy** will include legal liability incurred by any person travelling as a passenger in **Your Car** on condition that the passenger:

i) is not driving **Your Car**;
ii) is not entitled to indemnity under any other policy of insurance; and
iii) complies with all the terms and conditions of this **Policy** as though he was **You** and/or the **Approved Guest**.

This endorsement does not cover:

a. death or bodily injury to any person who is employed by **You** or the **Approved Guest** or the passenger, or who is the authorized agent of or is under the employment of the **Operator of a Licensed P2P e-platform,** and who dies or is injured in the course of such employment or performance of his duties as an agent;
b. damage to any property that belongs to or is held in trust by or is in the custody or control of **You** or the **Approved Guest** and/or the passenger or the **Operator of a Licensed P2P e-platform** 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.

Complaint Procedures

We believe **You** deserve a courteous, fair and prompt service. If there is any circumstance when **Our** service does not meet **Your** expectations, please contact **Us** using the appropriate contact details below and provide the **Policy** Number/*Claim Number* and *Insured Person's Name*:

1. Firstly with the department or person **You** dealt with **Us** on how **You** would like the problem to be solved.

2. Secondly if the problem is not solved to **Your** satisfaction, then make a formal written complaint to **Our** Customer Service Department at:

Customer Service Hotline	:	1-800-88-MSIG (6744)
Facsimile	:	+603-2026 8086
Email	:	myMSIG@my.msig-asia.com
Website	:	www.msig.com.my
Address	:	Customer Service Department MSIG Insurance (Malaysia) Bhd Level 15, Menara Hap Seng 2, Plaza Hap Seng, No. 1, Jalan P. Ramlee, 50250 Kuala Lumpur.

3. Thirdly, if **You** are not satisfied with **Our** decision, **You** can refer the matter to FINANCIAL MARKETS OMBUDSMAN SERVICE (FMOS) or BANK NEGARA MALAYSIA through BNMLINK:

i. **FINANCIAL MARKETS OMBUDSMAN SERVICE**
(Formerly known as Ombudsman for Financial Services)
Level 14, Main Block,
Menara Takaful Malaysia,
No.4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

General Line	:	+603-2272 2811
Website	:	www.fmos.org.my

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

Telephone	:	1-300-88-5465 or +603-2174 1717 (for overseas calls)
Website	:	bnm.gov.my/BNMLINK
Physical Visits	:	By appointment only via eLINK form at bnm.gov.my/BNMLINK or by telephone

You may refer to FMOS and BNMLINK website for detailed information on the scope and timeline for lodging a

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complaint.

Personal Data Protection

By giving Personal Data, You give Us permission for its use as described below:-

a. To process **Your** Personal Data with the intention of entering into the Contract of Insurance.

b. **You** consent and allow **Us** to retain the data and share the data with **Our** service providers, which include but not limited to:

(i) Registered Adjuster,
(ii) Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
(iii) Insurer and Reinsurer,
(iv) ISM Insurance Services Malaysia Berhad.

c. For further information about **MSIG**'s commitment to protection of Personal Data, a list of service providers and business partners that **We** may disclose **Your** Personal Data to, please refer to **MSIG**'s Privacy Notice at www.msig.com.my/privacy-notice/ or scan QR Code below:

You may also request access to or correct **Your** Personal Data by contacting **Our** Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

Tax Clause

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

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