

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.

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 |
| Section H: Additional Endorsements (applicable to MSIG Lady Motor Plus Insurance only) | ✓ |

Key:

✓= applicable

X = not applicable

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').

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:

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

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

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

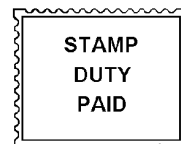
- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver’s licence; or
- is not named in the Schedule as a named driver.

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.



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;

- 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

Your Car "Beyond Economic Repair" ("BER") and We will pay You up to the maximum amount as stated in (d) below or offer You a settlement sum equivalent to the **Market Value**. We may also opt to replace Your Car with one of the same make, model, age and general condition. If We take any of these actions, this Policy shall be automatically terminated once We make payment.

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

c. Replacement Parts

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

- the last known parts price list issued in Malaysia by the manufacturer or their agent. If the price list in Malaysia does not exist, We will use the price at the manufacturer's production plant and include reasonable cost of transportation to Malaysia (but not the cost of air freight); and
- the reasonable labour cost of fitting such spare parts or Accessories in Malaysia.

d. The Maximum Amount We will Pay You

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

e. Under-Insurance

If the **Sum Insured** of Your Car is less than the **Market Value** at the time of the loss, We will only bear part of the loss in proportion to the difference between the **Market Value** and the **Sum Insured** as shown in the formula below:

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

The balance has to be borne by You. However, this will only apply if the under-insured amount is more than 10% of the **Market Value**.

f. Betterment

If new original parts are used to repair Your Car and as a result of which Your Car is in a better condition than it was before the damage, You would be required to contribute to its betterment, a proportion of the costs of such new original parts. Your contribution would be according to the following scale:

| Age of Your Car (Years) | Rate of Betterment |
|-------------------------|--------------------|
| less than 5 | 0 |
| 5 | 15% |
| 6 | 20% |
| 7 | 25% |
| 8 | 30% |
| 9 | 35% |
| 10 and above | 40% |

To determine the rate of betterment to be applied, the age of Your Car will be calculated based on when it was originally registered in Malaysia:

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

g. Compulsory Excess (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

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.

- (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

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

- 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

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**.*

"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

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

- 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;
- 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;
- Take reasonable care to avoid any situation that could result in a claim. This Policy will not cover You if You or Your Authorised Driver are reckless i.e. where You recognise a serious risk but deliberately do not take steps to prevent

- it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
- 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**

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, roundabouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use”.

23. Schedule

This document shows Your name and address, the Period of Insurance, the sections of this Policy which apply, the premium You have paid, the Car which is insured, the Sum Insured and details of any extensions or Endorsements.

24. Sum Insured

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

25. We, Our, Us

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

26. You, Your, Yourself

This refers to the policyholder or person described in the **Schedule** as “the Insured”.

Section G: Endorsements - applicable only if the Endorsement number is printed in the Schedule

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**.

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.

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 **You** or **Your Authorised Driver's Household**;
- d. liability to any person who is a member of **You** and / or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract

- of employment with **You** or **Your Authorised Driver** and / or his / her employer;
- e. liability caused by a passenger travelling in or alighting from **Your Car**;
- f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;
- g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

Condition of Cover

If at the time of **Incident** giving rise to a claim under this endorsement, **Your Car** is carrying passengers in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of passengers specified for the vehicle as registered at the Road Transport Department.

If the number of passengers carried at the time of the happening of an **Incident** is more than the maximum number permitted in the vehicle by law, **We** will not pay their claim in full. Any payment **We** make to any claimant under this endorsement will be rateably reduced in the proportion of the legally permitted maximum number of lawful passengers over the actual number of passengers carried, at the time of the **Incident**. The difference between the sum paid by **Us** and the claim to be paid to each passenger claimant shall be borne by **You** or **Your Authorised Driver**. The proportion **We** pay shall be calculated in accordance with the following formula:

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

Endorsement 101: Extension of Cover to the Kingdom of Thailand

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A and Section B1a(ii) of this **Policy** shall cover **Your Car** while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that **We** provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

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

Endorsement 102: Extension of Cover to West Kalimantan

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

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

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

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

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

TPPD limits of Liability

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

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

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

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

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

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

The cover provided under this endorsement is terminated automatically when:

- 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.

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.

Subject otherwise to the terms and conditions of this Policy.

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)

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**);
 - 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.

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 You 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 You 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)

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:

- You** for loss or damage to **Your Car** in the event of an **Incident** specified under section A1a of this **Policy**.
- 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:

- Your Charging Cable** unless it is damaged as per **Incident** as specified under Section A or it is stolen together with **Your Car**.
- 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:
 - Operate **Your Car** with **OTA** updates that are not approved by **Your Car's** manufacturer; or
 - 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**.

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**.

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:

- 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 **Our** 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.

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:

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

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.

Section H: Additional Endorsements - applicable only to MSIG Lady Motor Plus Insurance

Endorsement L001: Policyholder's Personal Accident Cover (Non-Tariff)

It is hereby declared and agreed that **We** will compensate for death or disablement (the Benefits) as described below if the **Insured** 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 | 50,000 |
| 2. Permanent Total Disablement as specified below | |
| a. Loss of both hands or both feet | 50,000 |
| b. Loss of one eye and one hand or one foot | 50,000 |
| c. Total paralysis of all limbs | 50,000 |
| d. Loss of sight of both eyes | 50,000 |
| 3. Permanent Partial Disablement as specified below | The amount payable is shown below against each Benefit, but not exceeding RM50,000: |

| | |
|---|--------|
| a. Loss of one hand or foot | 25,000 |
| b. Loss of sight of one eye | 25,000 |
| c. Loss of four fingers and thumb of one hand | 25,000 |
| d. Loss of hearing of both ears | 25,000 |
| e. Loss of speech | 25,000 |
| f. Loss of all toes | 7,500 |

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 RM10,000 in respect of in any one accident.

5. Hospital Income

We will pay You a daily allowance of RM100 as a result of an accident to the **Car** stated in the **Schedule** for the period that You are confined in a hospital for treatment of **Injury** up to 60 days.

6. Facial/ Dental Reconstructive Surgery

We will reimburse medical expenses incurred up to RM10,000 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**.

7. Double Indemnity

If an accident occurs to the **Car** stated in the **Schedule** during a nationwide Malaysian Public Holiday and directly results in accidental death or permanent total disablement due to total paralysis of all limbs, Benefit 1 or 2 (c) will be increased to RM100,000.

Compensation Limits

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 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 RM50,000 in aggregate for any or all of Benefit 2 and/or Benefit 3.
3. Nothing will be payable in respect of Benefit 4 if there is any other insurance in force covering the loss or if You 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 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,
 - c. the influence of drugs (other than those prescribed by a registered **Medical Practitioner** but not when prescribed for the treatment of drug addiction),
 - d. the influence of alcohol unless it can be established to our reasonable satisfaction that alcohol was not a factor contributing to the happening of the **Injury**,
 - e. the **Car** being used for racing, road rally, pacemaking, speed testing, reliability trial or use of any purpose in connection with the motor trade,
 - f. the **Car** being used for driving instruction,
 - g. Political Exclusion:
This insurance does not cover any loss or damage occasioned directly or indirectly by or through or in consequence 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.
 - h. 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 limit for the **Insured** covered under the **Policy** is up to 80 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**.
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 substantiating documents and/or applicable reports at **Your** expense.
3. **Medical Examination**
You shall employ the services of a registered **Medical Practitioner** and undergo any treatment such **Medical Practitioner** shall deem necessary. **You** 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**, **We** shall require sight of the death certificate and may require a post-mortem examination at our expense.
5. **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**, 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**, it shall be paid to the **Insured**. However, in the event before the payment of benefits can be paid to the **Insured**, the **Insured** dies, so under this circumstance, **We** will pay the payment of benefits to the **Insured's** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Endorsement/Policy**.
6. **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. **Injury**
means death or permanent disability of the **Insured** whilst driving or riding as passenger and/or boarding or alighting from the **Car** stated in the **Schedule**.
3. **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**.
4. **Medical Practitioner**
means any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

Endorsement L002: Inconvenience Relief Allowance (Non-Tariff)

It is hereby declared and agreed that, **We** will pay **You** an allowance of RM1,000:

- a. in the event of total loss or theft of **Your Car**, subject to the condition that the motor claim made under Section A1a of this **Policy** for total loss or theft has been fully paid by **Us**; or
- b. in the event of **Damage** to **Your Car** due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides during the **Period of Insurance**. **Your Car** should be directed or towed to a workshop approved by **Us** for repairs and **You** should notify the claim to **Us** once **Your Car** has been sent to the workshop.

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

- copy of police report; and
- copy of repair invoice/official receipt; and
- photograph before and after cleaning works and/or any additional document for verification; and
- any other relevant documents requested by **Us**.

The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed. Any claim under this **Endorsement** shall not affect **Your** NCD entitlement and no **Excess** will apply, provided always it is within the **Period of Insurance** under this **Policy**.

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

Endorsement L003: Loss or Damage to Personal Belongings (Non-Tariff)

We will pay **You** or **Your Authorised Driver** compensation of RM1,000 for the loss of or damage to **Your** or **Your Authorised Driver's** Personal Belongings:

- a. in the event of snatch theft whilst **You** or **Your Authorised Driver** were driving **Your Car** on the road, boarding or alighting from **Your Car**, or walking to or from **Your Car** in a parking lot or garage; or
- b. in the event of an **Incident** specified under Section A1a,

subject to the following conditions:

- i) Such personal belongings were in **Your** or **Your Authorised Driver's** possession or in **Your Car**, whichever is applicable, at the time of occurrence of either of the above;
- ii) Documentation in support of value and ownership is submitted to **Us**;
- iii) A police report is lodged at the nearest police station where the occurrence took place within twenty-four (24) hours of the occurrence; and
- iv) To **Our** satisfaction, **You** or **Your Authorised Driver** have/has taken all reasonable steps to limit and prevent further loss and damage.

For avoidance of doubt, **We** will not pay compensation for loss or damage due to any wilful act of negligence.

The cover is limited to one (1) occurrence in each **Period of Insurance**. **We** will not deduct any **Excess** and **You** will not lose **Your** NCD entitlement. Reinstatement of this cover is not allowed.

Endorsement L004: Transportation Allowance (Non-Tariff)

We will pay **You** a lump sum amount of RM100 as Transportation Allowance in the event that **Your Car** is involved in an Accident resulting in **Your Car** being towed to **Our** approved workshop, subject to the condition that **Your** claim is payable arising from an **Incident** as stated in Section A1a except for Section A1a(vi) breakage of windscreen, windows or sunroof, including lamination/tinting film.

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

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 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.