



STAMP
DUTY
PAID

WARNING NOTICE

All accidents must be reported to the police within 24 hours.

TYPES OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY:

COMPREHENSIVE - Sections A & B of this Policy apply;

THIRD PARTY ONLY - Only Section B applies;

ALL ENDORSEMENTS, CLAUSES OR WARRANTIES THAT ARE SEPARATELY ATTACHED TO THIS POLICY SHALL ALSO APPLY.

OUR AGREEMENT

Non - Consumer Insurance Contracts (Insurance for purposes related to Your trade, business or profession)

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 VEHICLE

1. We will indemnify You if Your Vehicle is damaged or lost in the following circumstances:
 - (a) by accidental collision or overturning,
 - (b) by collision or overturning caused by mechanical breakdown,
 - (c) by collision or overturning caused by wear and tear,
 - (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
 - (e) by fire explosion or lightning,
 - (f) by burglary, housebreaking or theft
 - (g) by malicious act,
 - (h) when in transit (including its loading and unloading) by:
 - (i) road rail inland waterway
 - (ii) direct sea route across the straits between the island of Penang and the mainland.
2. Basis of Settlement
 - (a) We will at Our option
 - (i) pay the cost of repairs to Your Vehicle, or
 - (ii) pay in cash the amount of the loss or damage to Your Vehicle, or
 - (iii) reinstate or replace Your Vehicle.
 - (b) The maximum amount We will pay is the market value of Your Vehicle at the time of the loss or the sum insured in the Policy whichever is the lower figure.
 - (c) If Your Vehicle shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, You shall be considered as being Your own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more.
 - (d) The market value of Your Vehicle would be determined in the event of a dispute by the Head Office of the Franchise holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
 - (e) In the event no Franchise-holder is available for the make of Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation agreed to by both You and Us.
 - (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.
 - (g) The maximum amount We will pay for the cost of repairs to Your Vehicle shall be the expenses necessarily incurred to

restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, You will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:

<u>Age of Vehicles/Years</u>	<u>Rate for Betterment (Not to exceed following %)</u>
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:

<u>Age of vehicle based on:</u>	
New Vehicles	Date of Registration
Local second-hand/used vehicles	Date of Original Registration
Imported second-hand/used vehicles	Year of Manufacture
Imported reconditioned vehicles	Year of Manufacture

The application of betterment shall be at Our discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

3. Transportation of Damaged Vehicle

We will pay You up to a maximum of RM200.00 as Towing Charges for taking Your Vehicle to either the nearest Repairer or towing the vehicle by returning it to Your address as shown on the Schedule or towing it to a secure place for it to be garaged, provided Your Vehicle has been damaged by circumstances described in this section.

4. Exceptions to Section A

We will NOT pay for

- consequential losses of any nature.
- the loss of use of Your Vehicle.
- depreciation, wear and tear, rust and corrosion, metal fatigue, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreen, window or sunroof including lamination/tinting film, if any.
- damage caused by over-loading or strain.
- damage caused by explosion of any boiler forming part of or attached to or on Your Vehicle.
- damage to Your Vehicle's tyres unless Your Motor Vehicle is damaged at the same time.
- any loss or damage caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code.
- the Excess stated in the Schedule.
- the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

SECTION B: LIABILITY TO THIRD PARTIES

1. We will indemnify You or Your authorised driver for the amount which You or Your authorised driver are legally liable to pay (including claimants' costs and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading therefrom for:

- death or bodily injury to any person except those specifically excluded under Exceptions to Section B
- damage to property as a result of an accident arising out of the use of Your Vehicle

provided Your authorised driver also complies with all the terms and conditions of the policy that You are subject to.

2. Limits of Our Liability

Our total liability under Section B1(a) is unlimited) in respect of any one claim or series of claims
 Our total liability under Section B1(b) is limited to RM3 million.) arising out of one event.

3. Towing Disabled Vehicle

We will cover the liabilities as specified in Section B(1) (a) and Section B(1) (b) above if Your Vehicle is used for towing any one disabled Motor Vehicle.

Provided that:

- (a) such towed vehicle is not towed for reward
- (b) we are not liable for loss or damage to such towed vehicle or property being conveyed thereon

4. Cover for Legal 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.

5. Legal Costs

We will pay legal costs incurred up to a maximum of RM2,000.00 for defence of any charge including the charge of causing death by driving the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

6. Exceptions to Section B

We will NOT pay for:

- (a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Vehicle.
- (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) death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (unless he/she is required to be carried in or on Your Vehicle by reason of or in pursuance of his/her contract of employment with You and/or Your authorised driver and/or his/her employer).
- (d) damage to property belonging to or in the custody of or control of or held in trust by You and/or Your authorised driver and/or any member of Your and/or Your authorised driver's household.
- (e) damage to any bridge, weight bridge or viaduct or to any road or anything beneath by vibration or by the weight of Your Vehicle or of the load carried by Your Vehicle.
- (f) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle.
- (g) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle except so far as is necessary to meet the requirements of the legislation.
- (h) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (i) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

NO-CLAIM-DISCOUNT

If no claim is made or arises from Your Policy and provided Your Vehicle is insured with Us for a continuous period of 12 months in each of the following instances, You are entitled to a No-Claim-Discount on renewal of Your Policy as follows:

<u>Period of Insurance</u>	<u>Discount</u>
After the first year of insurance	15%
After the second year of insurance	20%
After the third year or more years of insurance	25%

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motor Vehicle is described in the Schedule, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

- 1. Your rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
- 2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
- 3. In the event that an Own Damage claim has been paid and a Third Party Property Damage claim has also been made, You are required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid and any consequent costs fees or expenses incurred.

GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY

We will NOT pay for any liability under the following circumstances:

1. If You or any person with Your consent are not licensed to drive the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to drive Your Vehicle under any required laws, by-laws and regulations.
2. If You or Your authorised driver drives Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
3.
 - (a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.
 - (b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on Your order or with Your permission.
4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by, or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If Your Vehicle is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, Your Vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Vehicle shall be excluded from the cover granted by this Policy.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam.
For liability in Malaysia, the limitations of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.
10.
 - (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) Any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

If a law or laws are named in a section of the policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

CONDITIONS - THESE APPLY TO THE WHOLE POLICY

1. DUTY OF DISCLOSURE

Non-Consumer Insurance Contracts

Where You have applied for this Insurance wholly 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

- (a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:
 - (i) Within seven (7) days if you are not physically disabled or hospitalised following the event.
 - (ii) Within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
 - (iii) Other than (i) and (ii), a longer notification period may be allowed subject to specific proof by You.
- (b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if we decide that You are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or 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), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.
- (c) All accidents must be reported to the Police as required by Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorised to Your Vehicle without Our prior written consent.
- (h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairer for repairs. Failure to remove Your Vehicle to a PIAM Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the Policy.
- (i) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, We may pay to You the full amount of Our liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defence settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses how whatsoever incurred by You or any claimant or any person after We have relinquished such conduct.

3. CANCELLATION

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last known address.
- (c) You shall within seven days from the date of cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:

<u>Period of Insurance</u>	<u>Refund of Premium %</u>
Not exceeding 1 week	87.5 of the total premium
" " 1 month	75.0 " " " "
" " 2 months	62.5 " " " "
" " 3 months	50.0 " " " "
" " 4 months	37.5 " " " "
" " 6 months	25.0 " " " "
" " 8 months	12.5 " " " "
Exceeding 8 months	No refund of premium allowed.

- (e) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.
- (f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

4. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering Your Vehicle. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss, damage or liability, We shall only pay Our rateable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

5. SUBROGATION

We shall be entitled if We so desire to take over conduct at our own expense in Your name the defence or settlement of any claim or to prosecute in Your name for our benefit any claim for indemnity or damages or otherwise. We shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

6. ARBITRATION CLAUSE

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of Our disclaimer to You.

7. OTHER MATTERS

This Policy will only be operative if:

- (a) Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- (b) You have taken all reasonable precautions to maintain Your Vehicle in an efficient roadworthy condition.
- (c) You have taken all reasonable precautions to safeguard Your Vehicle from loss or damage.
- (d) You must grant Us free access at all reasonable times to examine Your Vehicle.

DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

1. We/Us/Our refers to the Insurance Company.
2. You/Your/Yourself refers to the Policyholder and/or Insured.
3. Your Vehicle refers to the vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
4. Accessories refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code 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 as defined in the Penal Code 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. Acts of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

ENDORSEMENTS - APPLICABLE ONLY IF THE ENDORSMENT 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

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Sections 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 of damage in respect of third party claims.

ENDORSEMENT 2 - EXCESS DAMAGE CLAIM

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 Vehicle is under a Hire Purchase agreement with the Hire Purchase company named in the Schedule as the Owners. You unconditionally agree that the payment of any claim under 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 Vehicle 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 Vehicle 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 19 - PASSENGER RISK (NOT APPLICABLE TO "ACT" POLICIES)

We agree that Exception (c) of Section B of this Policy is cancelled.

*Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than _____**persons (as specified in the Schedule) (in addition to the attendant/conductor if any and the driver) You shall repay Us a rateable proportion of the total amount payable by Us.

Provided however that in totalling the number of persons concerned for the purposes of the preceding proviso such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle. Subject otherwise to the Terms and Conditions of this Policy.

Notes: *Omit this proviso in the case of Special Type Vehicles.

**The number to be inserted in the case of Cars for Hire is the number authorised by the Public Service Vehicle Licence for the vehicle in question and in the case of other vehicles the number is that on which premium has been paid and this must be the total passenger seating capacity of the vehicle plus any greater number carried with the permission of the Authorities.

ENDORSEMENT 19(i) - PASSENGER RISK - EMPLOYEES OF THE INSURED

GOODS CARRYING VEHICLES ONLY (NOT APPLICABLE TO "ACT" POLICIES)

We will pay the amount which You are legally liable to pay (other than liability under any Workmen's Compensation legislation) as damages and claimants' costs and expenses in respect of death or bodily injury to any of Your employee being carried in or upon or entering or getting on or alighting from but not driving the Motor Vehicle.

**Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than * _____ of Your employees (as specified in the Schedule) (in addition to the driver) We shall not be liable for more than a rateable proportion of the total amount payable because of this endorsement in respect of such accident.

Subject otherwise to the Terms and Conditions of this Policy.

Notes: *Insert number of employees for whom additional premium has been paid.

**Omit this proviso in cases where additional premium paid is for an unlimited number of employees of the Insured.

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 Motorcycle 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 Vehicle 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 lockout 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 30 - REPLACEMENT PARTS

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if We exercise Our option to pay in cash for the loss or damage, then Our liability for such spare parts/accessories shall be:-

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacturer's work plus reasonable cost of transport (except air freight) and
- (b) reasonable cost of fitting.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 33 - PRIVATE USE - INDEMNITY TO PERSON USING

(APPLICABLE TO MOTOR PLATE ON NAMED DRIVER BASIS AS WELL AS COMMERCIAL VEHICLES POLICIES INCLUSIVE OF SPECIAL TYPES)

We agree to cover *..... under **Section B of this Policy whilst using the Motor Vehicle for social domestic or pleasure purposes with Your permission in respect of any act or omission of the driver provided that

- 1) Such person is not entitled to be covered under any other Policy.
- 2) Such person shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply.

Notes : * Insert name or class of person or "any person" as the case may be.

** For "Act" Policies omit the words "Section B of".

ENDORSEMENT 54 - UNSPECIFIED TRAILERS (WHILE ATTACHED TO A VEHICLE) - COMMERCIAL VEHICLE POLICIES ONLY (Premium paid per specified towing vehicle)

We will cover Your trailers whilst attached to a Motor Vehicle specified in the Appendix subject to the Terms and Conditions of this Policy.

Provided that:

- (a) Section A of this Policy shall not apply to any disabled mechanically propelled vehicle.
- (b) Our liability of the Company under Section A of this Policy for loss of or damage to such trailer(s) shall not exceed the sum of*
- (c) for the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailer(s) attached thereto shall be considered as one motor vehicle.

APPENDIX

Motor Vehicles to which this Endorsement applies

Notes:

- * (1) Insert aggregate value of the highest valued trailers which may be used at any one time.
- (2) Third Party Only Policies - Omit Provisos (a) and (b).
- (3) "Act" Policies - Omit Provisos (a), (b) and (c).

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 Vehicle caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

ENDORSEMENT 87 - AGREED VALUE CLAUSE

The Agreed Value shown in the Schedule is the maximum amount that We will pay for Your Vehicle, less any Excess (if applicable) if Your Vehicle is stolen or 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 Vehicle 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 Vehicle 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 90 - COMMERCIAL VEHICLE - SECTION A - 3 TRANSPORTATION OF DAMAGED VEHICLE

In consideration of the payment of an additional Premium, Our Limit of liability under Section A-3 is increased to the amount mentioned in the Schedule.

ENDORSEMENT 91 EXCLUDING TRANSIT BY INLAND WATERWAY

We agree that the words "inland waterway" are deleted from sub-section 1(h) (i) of Section A of this Policy.

ENDORSEMENT 95 - LEASING AGREEMENT

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

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 Vehicle 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 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 Vehicle while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that We provide under Section 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 Vehicle 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

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 106 - INSURER'S AUTHORISED WORKSHOP

Condition 2(h) of this Policy is hereby amended to read as follows:-

"In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a workshop approved by Us for repairs. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and We shall have the right to decline liability under Section A of the policy".

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 Vehicle 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 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 Vehicle 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 Vehicle (beyond the assessed repair time) due to any reason at all. The final decision on the time required to repair Your Vehicle 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 Vehicle; 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

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 CV01: TRUCK ASSIST (NON-TARIFF)

In consideration of the additional premium that You paid Us for this endorsement, You are entitled to the Truck Assist arranged by Us where the services will only be made available to Your Vehicle as specified in the Schedule in the event of a breakdown of Your Vehicle. You or Your Authorised Driver will need to call the 24-Hour Toll Free number **1 300 13 8133** to request for the following services: -

- i) **24-Hour Emergency Towing Services**
If Your Vehicle is immobilised as a result of breakdown where it is not possible to be repaired on site, We will assist to tow Your Vehicle to Your home or Your preferred Repairer up to 150 km round trip. In the event that the round trip has exceeded 150 km, You will be charged with additional towing cost of RM6.00 per km. Toll fares are excluded in the towing service and shall be borne by You or Your Authorised Driver.

In the event of an accident, We or Our service provider will assist to tow Your Vehicle to Your home or Your preferred Repairer. The cost of towing can be claimable under Section A3 of this Policy.

ii) Minor Roadside Repairs

We or Our service provider will arrange for minor roadside repairs of Your Vehicle such as jumpstart, spare tyre replacement, tyre patching and battery replacement. If such minor roadside repairs work cannot be completed, We or Our service provider will assist to tow Your Vehicle to Your preferred Repairer.

We or Our service provider shall not be held responsible for any cost incurred for spare parts required during the minor roadside repairs.

Territorial Limits

The Truck Assist will be accessible within Peninsular Malaysia and a 50 km radius from the nearest town or city within East Malaysia.

Conditions

The benefits provided by this endorsement are restricted to a maximum of four (4) occurrences during the Period of Insurance. After reaching this limit, this endorsement will no longer be in effect, and reinstatement of this cover is not permitted.

Exclusions

We or Our service provider shall not be required to provide the services under the following circumstances:

1. If Your Vehicle is immobilised as a result of a breakdown on an un gazetted roads of the Malaysia Road Systems;
2. Towing of Your Vehicle where the weight of Your Vehicle is greater than the weight capacity it was designed as stated in Your Vehicle's manufacturer's specifications;
3. Removal of drive shaft of Your Vehicle unless the additional cost are to be borne by You or Your Authorised Driver;
4. Towing of Your Vehicle does not include the trailer;
5. Towing of Your Vehicle to Puspakom for the purpose of inspection;
6. If Your Vehicle requires the use of special towing equipment unless the additional cost are to be borne by You or Your Authorised Driver;
7. Towing of Your Vehicle for the purpose of repatriation;
8. Where services are provided for the purpose of delivering diesel;
9. Where the registration number of Your Vehicle does not match with the number registered with Us;
10. Where services are not organized or pre-approved by Us or Our Service Provider;
11. Where services are provided beyond the specified territorial limits;
12. Towing is requested for Your Vehicle which was stolen but is subsequently discovered or found abandoned or due to vandalism to Your Vehicle;
13. Any illegal or unlawful act carried by You or Your Authorised Driver of Your Vehicle;
14. If Your Vehicle is modified against the government regulations; and
15. Damage to Your Vehicle including wear and tear damage.

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

ADDITIONAL ENDORSEMENTS - Applicable only to MSIG Commercial Motor Plus

ENDORSEMENT Q001 - PERSONAL ACCIDENT FOR DRIVER AND PASSENGER (NON-TARIFF)

It is hereby declared and agreed that We will compensate for death or disablement (the Benefits) as described below if the Insured Person is injured and within one year of its happening the Injury is the sole cause of the death or disablement. We will pay You or Legal Representatives for Injury as per defined in the Policy/this Endorsement.

Benefits	Compensation (RM)
1. Accidental Death	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	
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

The amount payable is shown below against each Benefit, but not exceeding RM50,000 for any one Insured Person:

4. Medical Expenses

Medical, surgical, hospital, nursing home and nursing fees or charges incurred within 52 weeks of the happening of the **Injury**, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered **Medical Practitioner**, at a hospital and/or Registered Clinic.

Reimbursement up to RM2,000 in respect of any one **Insured Person** in any one accident.

5. Funeral and Cremation Expenses

Necessarily and reasonably incurred and supported by receipted accounts from a recognised undertaker upon the death of the **Insured Person**.

Reimbursement up to RM3,000 in respect of any one **Insured Person** in any one accident.

6. Bereavement Allowance

Upon a valid claim under Benefit 1 above, We will pay RM1,000.

7. Ambulance Fees

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

8. Hospital Income

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

Compensation Limits in respect of any one Insured Person

1. For Benefit 2 and/or Benefit 3 "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle joint, and with reference to eyes means the entire and irrecoverable loss of sight.
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 for any one **Insured Person**
 - d. more than RM200,000 in aggregate for any or all of Benefit 2 and/or Benefit 3 for all **Insured Person**. When 100% of the benefits becomes payable, this Endorsement shall cease thereafter.
3. Compensation shall be payable for aggregate limit up to four (4) seating capacities which include one (1) driver and up to three (3) passengers.
4. Nothing will be payable in respect of Benefit 4 if there is any other insurance in force covering the loss or if You or the **Insured Person** are entitled to indemnity from any other source, provided that We shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

Exclusions

1. **Injury** caused 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 Vehicle being used for racing, road rally, pacemaking, speed testing, reliability trial or use of any purpose in connection with the motor trade,
 - f. the Vehicle 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. **Age Limit**

The age limits for any **Insured Person** covered in the Policy is between 16 to 65 years of age.

Claims Conditions

1. **Condition Precedent**

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

2. **Advice of Loss**

You must report in writing to Us within thirty (30) days full details of any **Injury** which may result in a claim under this Policy/Endorsement. For losses other than **Injury** which may result in a claim under this Policy/Endorsement, 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 or the **Insured Person** shall employ the services of a registered **Medical Practitioner** and the **Insured Person** shall undergo any treatment such **Medical Practitioner** shall deem necessary. The **Insured Person** may have to undergo further medical examination required by Us at our expense.

4. **Document**

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

5. **Seating Capacity**

In the event that the actual number of **Insured Person(s)** exceeds the seating capacity stated in the registration card of the named Vehicle, our limit of liability for all sections per **Insured Person** will be reduced proportionately by the actual number of **Insured Person(s)** in the Vehicle.

6. **Payment of Benefits**

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

7. **Sanction Limitation and Exclusion Clause**

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

Some definitions applicable to this Endorsement.

1. **Insured Person**

means any authorised driver and passengers.

2. **Injury**

means death or permanent disability of the **Insured Person** whilst driving or riding as passenger and/or boarding or alighting from the Vehicle 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 Person**.

4. **Medical Practitioner**

means any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

ENDORSEMENT Q002 - FLOOD INCONVENIENCE ALLOWANCE (NON-TARIFF)

It is hereby declared and agreed that:

- a. In the event of damage to Your Vehicle due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides, We will pay You an allowance of RM1,000 during the Period of Insurance. The Vehicle should be directed or towed to a workshop approved by Us for repairs.
- b. In the event of flood claim, You must provide Us with 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.
- c. You should notify the claim to Us once the Vehicle has been sent to the workshop.
- d. 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 Q003 - THEFT INCONVENIENCE ALLOWANCE (NON-TARIFF)

We will pay You RM1,000 in the event Your claim is for Theft of Your vehicle subject to the following condition:

- a. The claim(s) made under Section A1 of this Policy for Theft has been fully paid by Us.

ENDORSEMENT Q004 - TRANSPORTATION OF DAMAGED VEHICLE (NON-TARIFF)

Our Limit of liability under Section A3 is increased to RM1,000.

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 of RM3,000 in the event Your Vehicle 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 Vehicle 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 Vehicle including full view of the entire Vehicle 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 Vehicle 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.

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*:

- a. Firstly with the department or person You dealt with Us on how You would like the problem to be solved.
- b. 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.

c. Thirdly, if You are not satisfied with Our decision You can refer the matter to OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTLELINK or BNMLINK:

i. **OMBUDSMAN FOR FINANCIAL SERVICES (OFS)**

Level 14, Main Block,
Menara Takaful Malaysia,
No.4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

Telephone : +603-2272 2811
Facsimile : +603-2272 1577
Email : enquiry@ofs.org.my
Website : www.ofs.org.my

ii. **LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)**

(Walk-in Customer Service Centre)
Bank Negara Malaysia,
4th Floor, Podium Bangunan AICB,
No.10, Jalan Dato' Onn,
50480 Kuala Lumpur.

Telephone : 1-300-88-5465 (BNMTELELINK) or
+603-2174 1717 (for overseas calls)
Facsimile : +603-2174 1515

iii. **CONTACT CENTRE (BNMTELELINK)**

Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia,
P.O.Box 10922,
50929 Kuala Lumpur.

Telephone : 1-300-88-5465 (1-300-88-LINK)
Facsimile : +603-2174 1515
Email : bnmtelelink@bnm.gov.my

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.

Note: In the event of a conflict between the English version used in this policy and those translated into Bahasa Malaysia, the English version will prevail.