STAMP DUTY PAID

PRIVATE CAR PLUS
(Enhanced Private Car)

TOKIO MARINE INSURANCE GROUP

EXPLANATORY NOTES

How to read this document
Please note that your Private Car Plus 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 Plus Policy. Please refer to Section F on pages 14 to 16 for the meaning of these words.*

What makes up your insurance contract?
Your insurance contract with us is made up of the following:

- *insurance policy in pages 5 to 22 (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:

Page	Basic Cover:	Comprehensive	Third Party, Fire and Theft	Third Party Only
5 to 7	Section A: Loss or Damage to Your Own Car			
5 to 6	1. a. Events We Cover			
	(i) accidental collision or overturning	✓	X	X
	(ii) collision or overturning caused by mechanical breakdown	✓	X	X
	(iii) collision or overturning caused by wear and tear	✓	X	X
	(iv) impact damage caused by falling objects subject to certain exclusions	✓	X	X
	(v) fire, explosion or lightning	✓	✓	X
	(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	✓	X	X
	(vii) burglary, housebreaking or theft	✓	✓	X
	(viii) malicious act	✓	X	X
	(ix) while in transit (limited cover)	✓	X	X
5 to 6	1. b. Events We Do Not Cover	✓	✓	X
6 to 7	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
8	3. Towing Costs (to an Approved Repairer or safe place of storage)	✓	✓	X
8 to 9	Section B: Liability to Third Parties			
8	1. a. What is Covered (by this section)	✓	✓	✓
8 to 9	1. b. What is Not Covered (by this section)	✓	✓	✓
8	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
8	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
8	4. Maximum Legal Costs (if approved)	✓	✓	✓
9	5. Rights of Recovery	✓	✓	✓
9 to 10	Section C: No Claim Discount	✓	✓	✓
10 to 11	Section D: General Exceptions (what is not covered by the policy)	✓	✓	✓
11 to 14	Section E: Conditions (terms that you must comply with)	✓	✓	✓
14 to 16	Section F: Definitions (explains the words in bold)	✓	✓	✓
16 to 38	Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)	Optional	Optional	Optional
39 to 40	*Section H: GapZero (Non-Tariff)	Optional	X	X
40 to 43	*Section I: Tokio Marine DriveSafe Pro (Non-Tariff)	Optional	X	X
44 to 45	*Section J: Perodua Total Protect Plus (Non-Tariff)	Optional	X	X
45 to 46	*Section K: Tokio Marine Auto Prime (Non-Tariff)	Optional	X	X
46	*Section L: GapZero – With Theft (Non-Tariff)	Optional	X	X
47 to 49	Section M: Private Hire Car Endorsement (Non-Tariff)	Optional	X	X
49	*Section N: Motor Add-On (Non-Tariff)	Optional	X	X

50 to 51	**Section O: NisCare/RenCare/InfinitiCare (Non-Tariff)*	*Optional*	*X*	*X*
51 to 54	*Section P: Grab Driver Daily Insurance(Non-Tariff)*	*Optional*	*X*	*X*
54 to 56	**Section Q: Honda Insurance Plus (Non-Tariff)*	*Optional*	*X*	*X*
56 to 59	**Section R: Tokio Marine Prestige (Non-Tariff)*	*Optional*	*X*	*X*
59	*Section S: Unlimited Towing (Non-Tariff)*	*Optional*	*X*	*X*

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

* Eligibility to purchase this benefit is dependent on business segment

What this policy does not cover?

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

- *Section A1b – see 'Events We Do Not Cover' (pages 5 and 6): applicable to Comprehensive policy only.*
- *Section B1b – see 'What is Not Covered' (pages 8 and 9): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.*
- *Section D – see 'General Exceptions' (pages 10 to 11): 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 Plus 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 Plus Policy but which can be covered if you pay additional premium are:*
   - *flood, storm {see Section A1b – 'Events We Do Not Cover' (page 6)};*
   - *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 11)}; and*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 10)}.*

2. *There are other risks which are not covered by the basic Private Car Plus 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 Plus 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' (pages 10 to 11) 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 Plus 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 <u>not cover</u> 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' (page 10)};*
  - *has your permission to drive (see definition of Authorised Driver in page 14); 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 in page 4). If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.*

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 Plus Policy, you will need to purchase Endorsement 100 (see page 21), 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 for under a Comprehensive or Third Party, Fire and Theft Policy?
To be safe, you should insure your car at its current market value (see definition in page 15). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your car is under-insured (see Section A2e – 'Under-Insurance' in page 7).

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

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

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

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

What is No Claim Discount ("NCD")?
This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.

The applicable NCD can be checked with us or the Central NCD Database ("CND") at https:// www.mycarinfo.com.my /ncdcheck/online before the purchase of your Private Car Plus 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 page 7) where you have to bear an additional excess of RM400 if you or the person driving your car:

- *is under 21 years old;*
- *holds a Provisional (P) or Learner (L) driver's 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;*
  - *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 pages 12 and 13); and*
  - *authorise repair without our consent (see Condition 2f in page 12).*

Condition 2 of your policy (see page 12) spells out the do's and the don'ts after an accident or theft in more detail.

PRIVATE CAR PLUS

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**.*

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**).*

(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:

1a: Events We Cover

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**).*

(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.

1b: Events We Do Not Cover

(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 *(please see page 4 for explanation)*

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

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver's 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**.

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**.

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.*

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.

1b: What is Not Covered?

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.

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 (see pages 5 and 6) and B1b (see pages 8 and 9).*

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 50mg 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.

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.*

3. Cancellation

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

a. Cancellation by **You**:

- **You** can cancel this **Policy** at any time by returning the **Certificate of Insurance (CI)** to **Us** or, if the **CI** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the **CI** or SD **You** will be entitled to a refund of premium if no claim was incurred prior to cancellation. **Your** refund will be the difference between the total premium and **Our** customary short-period rates calculated for the time **We** were on risk until the date **We** received the **CI** or SD:

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

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

b. Cancellation by **Us**:

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

There will not be any refund of premium for any cancellation of **Policy** (either by **You** or by **Us**) if **You** have paid the **Minimum Premium** only or if a claim has been made on this **Policy**.

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

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

b. If a claim arises under this **Policy** and such a loss is also claimable under the other insurance policy(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.

5. ***Subrogation***

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

6. ***Dispute Resolution***

If there are differences or disputes on any matters relating to this **Policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Kuala Lumpur Regional Centre for Arbitration shall appoint an Umpire.

If the disputed sum is less than RM250,000, **You** may refer the matter to the **Ombudsman for Financial Services** to resolve the dispute.

7. ***Other Matters***

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

a. Comply with all the terms and conditions of this **Policy**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek protection under this **Policy**;

b. Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;

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

12. 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.

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

14. 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".

15. 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**.

16. Market Valuation System
This refers to the motor vehicle **Market Valuation System** approved by Tokio Marine Insurans (Malaysia) Berhad 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.

17. Minimum Premium
The minimal premium described in the **Schedule**.

18. 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**.

19. Period of Insurance
The period shown in the **Schedule** when the cover provided by this **Policy** is operative. Cover is only valid from the actual time of purchase of the insurance **Policy** or from when **You** and **We** agree that cover should commence.

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

21. Approved Repairer
This refers to any of the following:

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

or

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

22. Road
Section 2 of the Road Transport Act 1987 defines "Road" as "any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, round-abouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use".

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

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

25. We, Our, Us
This refers to the licensed Insurance Company that is issuing **You** this **Policy**.

26. You, Your, Yourself
This refers to the policyholder or person described in the **Schedule** as "the Insured".

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

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

Endorsement 1: Excess All Claims *(please see page 4 for explanation and page 15 for definition)*

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

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

Endorsement 2: Excess Damage Claim *(please see page 4 for explanation and page 15 for definition)*

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

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

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

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

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

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

Endorsement 14: Transfer of Interest

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

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

Endorsement 15: Hire Purchase

We note that **Your Car** is under a Hire Purchase agreement with the Hire Purchase company named in the **Schedule** as the Owners. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Owners as long as they remain as the Owner of **Your Car** at the time of the **Incident**. The receipt from the Owners will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes **You** are the principal party under this **Policy** and not an agent or trustee for the Owners and that **You** have not assigned **Your** rights, benefits and claims under this **Policy** to the Owners. **You** cannot assign **Your** rights, benefits and claims under this **Policy** to anybody without **Our** written consent.

Endorsement 15(a): Employer's Loan

We note that **Your Car** was bought under an Employer's Loan agreement. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Employer named in the **Schedule** as long as the loan remains outstanding at the time of the **Incident** giving rise to a claim. The receipt from the Employer will fully discharge **Us** from any further claims or liability in respect of the **Incident**.

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

Endorsement 22: Caravan / Luggage / Boat Trailers

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to cover Caravan or Luggage or Boat Trailer that is specified in the **Schedule** under the heading '**Endorsement 22**' while it is being used together with **Your Car.**

This endorsement does not cover:

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

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

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

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

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

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

Endorsement 25: Strike, Riot and Civil Commotion

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

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

This endorsement does not cover:

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

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

Endorsement 57: Inclusion of Special Perils

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

Endorsement 72: Legal Liability of Passengers for Negligent Acts

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

a. is not driving **Your Car**;
b. is not entitled to indemnity under any other policy of insurance 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 **Your** or **Your Authorised Driver's Household**;

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

e. liability caused by a passenger travelling in or alighting from **Your Car**;

f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;

g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or

h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

Condition of Cover

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

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

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

Endorsement 101: Extension of Cover to the Kingdom of Thailand

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

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

Endorsement 102: Extension of Cover to Kalimantan

In consideration of the payment of additional premium by **You** to **Us**, the geographical area of this **Policy** is extended to include 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 B1a(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 ISM Automotive Business Intelligence 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 ISM Automotive Business Intelligence 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 ISM Automotive Business Intelligence 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**.

D529 Major Motor Medical – Private Car (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, in the event if the policyholder is hospitalised due to accident involving the named vehicle as described in the **Schedule**, we agree to pay **you** a lump sum daily allowance during the **hospitalisation** period.

The daily allowance will be based on the plan type described in the Schedule.

	Plan Type / Sum Insured		
Benefits	**Plan 1**	**Plan 2**	**Plan 3**
Accidental Daily Hospital Allowance (maximum 60 days per accident)	RM50	RM100	RM200
Accidental Daily ICU or HDU Allowance (maximum 30 days per accident	RM100	RM200	RM400

In the event of accident:

(a) A police report must be submitted to **Us** as proof of accident.
(b) Copies of hospital bills must be submitted to **us** as proof of period of **hospitalisation** within 30 days after discharge.

Mid-term cancellation of this endorsement is not allowed unless the cancellation is effected together with the cancellation of this Policy.

Any claim under this endorsement shall not affect **your** NCD entitlement.

Definitions

Accidental Daily Hospital Allowance – A lump sum daily amount is payable if **you** require confinement and treatment in a hospital due to an accident involving the named vehicle in the **Schedule**. The maximum claim per accident is 60 days.

Accidental Daily ICU/HDU Allowance – A lump sum daily amount is payable if **you** require confinement and treatment in a hospital in the Intensive Care or High Dependency Unit due to an accident involving the named vehicle in the Schedule. The maximum claim per accident is 30 days. A claim under this benefit will not be entitled to a payout under **Accidental Daily Hospital Allowance.**

Hospitalization – Admission to a hospital as a registered bed patient for medically necessary treatment of a motor accident upon recommendation of a physician. Admission to the hospital must be made within 2 days from the date of the accident. A patient shall not be considered as a bed-paying patient if the patient does not physically stay in the hospital for the whole period of confinement. Upon discharged from hospital, any subsequent confinement for the same accidental injury shall not be covered by the policy.

(Applicable to Comprehensive Cover only)

D560 MA24 (Non-Tariff)

(A) Waiver of Compulsory Excess for Unnamed Driver (Non-Tariff)

We agree to waive the Compulsory **Excess** of RM400 as stated under Section A 2.g, if **You** or the person driving **Your Car** with **Your** consent is not named in the **Schedule** as a **Named Driver**.

However, this waiver shall not apply if **You** or the person driving **Your Car** with **Your** consent:
- is under 21 years old; or
- holds a Provisional (P) or Learner (L) driver's licence.

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

(B) Flood Allowance (Non-Tariff)

In the event of **Flood** damage to your named vehicle specified in the policy, We will pay **You** an allowance as per the specified benefit limit in the **Schedule**.

In the event of flood claim you must provide us:
a) Copy of Police Report; and
b) Photographs of the vehicle and/or any additional documents for verification.

Flood – refers to overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.

No reinstatement of coverage is allowed upon settlement of claim.

(C) Key Care (Non-Tariff)

In the event if the car key(s) to **Your Car** is/are lost, stolen or damaged due to theft or attempted theft, robbery or house break-in, **We** will reimburse **You** the actual expenses incurred in replacing one (1) set of the said car key(s) up to the amount specified in the **Schedule** for ONE (1) claim only during the **Period of Insurance** subject to a police report being lodged within twenty four (24) hours of occurrence of the incident, a copy of the police report, the original repair invoice(s) / receipt(s) for the expense(s) incurred and any other additional document(s) as **We** may require are submitted to **Us**.

For the claim that **We** agree to reimburse under this endorsement only, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover shall cease to be in force on the date **Your** claim is settled under this endorsement.

We do not cover:
a) loss or damage caused by theft or attempted theft if the key(s) (or keyless entry system) to **Your Car** is/are left unsecured or unattended, or is/are left in or on **Your Car** whilst it is unattended; and
b) any claim for additional or duplicate key(s).

For purposes of this endorsement:
- Theft, robbery or house break-in shall be deemed to have occurred in the following situations:
a) where theft or house break-in is committed by way of actual forcible and violent entry; or
b) armed robbery or robbery with violence.

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

(D) Motor Personal Accident (Non-Tariff)

If during the Period of Insurance **You**, **Your Authorised Driver** and/or **Your** passenger(s) shall suffer bodily injury as defined under benefits (1) and (2) as described below resulting solely and directly from an accident caused by violent external and visible means whilst **You**, **Your Authorised Driver** and/or **Your** passenger(s) is driving, riding as a passenger or whilst mounting into or dismounting from the named vehicle mentioned in the Schedule, then **We** shall pay to **You**, **Your Authorised Driver** and/or **Your** passenger(s) or to **You**, **Your Authorised Driver** and/or **Your** passenger(s) legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **You**, **Your Authorised Driver** and/or **Your** passenger(s) in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.

3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. In the event that the actual number of persons traveling in the vehicle exceeds the seating capacity stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.

Benefits		Sum Insured (RM) per person
1.	Accidental Death	15,000
2.	Permanent Disablement • Total and irrecoverable loss of all sight in both eyes; • Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; • Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; • Total Paralysis	15,000
	• Total loss by physical severance at or above the wrist or ankle of one hand or one foot; • Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; • Total and irrecoverable loss of hearing of both ears; • Loss of speech	7,500

(Applicable to Comprehensive Cover only)

D556 Cover for Private Electric Charger and Charging Cable (Non-Tariff)

We will cover loss of or accidental damage to the **Private Electric Charger and Charging Cable** that has been installed in **Your** own residence as specified in the **Schedule** due to Fire, Theft (must be due to violent and forcible entry), Lightning, Explosion, Hurricane, Cyclone, Typhoon, Windstorm, Earthquake, Flood, Aircraft and aerial devices or articles dropped therefrom, Impact damage by road vehicles, Bursting or overflowing of water tanks, apparatus or pipes during the **Period of Insurance**.

We will reimburse the actual expenses incurred to repair or replace the **Private Electric Charger and Charging Cable** up to the limit as per specified in the **Schedule** subject to the following conditions:

1. A copy of the police report being lodged within twenty-four (24) hours of the occurrence of the incident,
2. Original repair invoice(s) / receipt(s) for the cost that is being incurred.

Exclusions

This benefit does not provide coverage under any of the following circumstances:

1. Any damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or tear, abuse, misuse, negligence, accident, lack of or improper use, maintenance, storage or transport;
2. Damage/repair covered under manufacturer's warranty;
3. Failure to follow the instructions, maintenance and warnings published in the documentation supplied with your manufacturer connector or adapter;
4. External factors, including but not limited to, objects striking the **Private Electric Charger and Charging Cable** connector or adapter, faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets;
5. General appearance or damage to paint, including chips, scratches, dents and cracks;
6. Failure to contact the manufacturer upon discovery of a defect of the **Private Electric Charger and Charging Cable** by the Insured;
7. Any repair, alteration or modification to the **Private Electric Charger and Charging Cable** connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorised or certified to do so;
8. Lack of or improper repair or maintenance, including use of non-genuine of the manufacturer accessories or parts;
9. Use for commercial purposes;
10. Any claims, direct or consequential, arising out of or resulting from the design, supply or manufacture of the **Private Electric Charger and Charging Cable**, which caused and/or contributed to the damage;
11. Any loss, damage, injury or liability to any property and/or person caused by the **Private Electric Charger and Charging Cable** whether during normal usage or faulty;
12. Any installation of **Private Electric Charger** that is against the residential regulation and rules; and
13. Any claims that are payable and/or covered under any other specific policy.

Private Electric Charger - any electric charging equipment supplied and manufactured by named vehicle manufacturer and installed by their authorised installer at the residence address as specified in the **Schedule** under the Insured's legitimate control as owner, licensee or tenant.

Private Charging Cable – any electric charging cable supplied and manufactured by named vehicle manufacturer.

Our total liability of this benefit shall not exceed the limit as per specified in the **Schedule** in each **Period of Insurance** and reinstatement of this benefit is not allowed.

Any claim under this benefit shall not affect your NCD entitlement.

(Applicable to Comprehensive Cover only)

Any claim under this section shall not affect **your** NCD entitlement and will not deduct any Excess.

Private Cars

D561 Isuzu Insurance Pro (Non-Tariff)

(A) All Drivers (Non-Tariff)

We will cover **You** or **Your Authorised Driver** who is driving **Your** vehicle at no additional cost. The compulsory excess for unnamed drivers under Section A2g is not applicable.

(B) Flood Allowance (Non-Tariff)

In the event of **Flood** damage to your named vehicle specified in the policy, **We** will pay **You** an allowance as per the specified benefit limit in the **Schedule**.

In the event of flood claim you must provide us:
a) Copy of Police Report; and
b) Photographs of the vehicle and/or any additional documents for verification.

Flood – refers to overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.

No reinstatement of coverage is allowed upon settlement of claim.

(C) Key Care (Non-Tariff)

In the event if the car key(s) to **Your Vehicle** is/are lost, stolen or damaged due to theft or attempted theft, robbery or house break-in, **We** will reimburse **You** the actual expenses incurred in replacing one (1) set of the said car key(s) up to the amount specified in the **Schedule** for ONE (1) claim only during the **Period of Insurance** subject to a police report being lodged within twenty four (24) hours of occurrence of the incident, a copy of the police report, the original repair invoice(s) / receipt(s) for the expense(s) incurred and any other additional document(s) as **We** may require are submitted to **Us**.

This cover shall cease to be in force on the date **Your** claim is settled under this endorsement.

We do not cover:
a) loss or damage caused by theft or attempted theft if the key(s) (or keyless entry system) to **Your Vehicle** is/are left unsecured or unattended, or is/are left in or on **Your Vehicle** whilst it is unattended; and
b) any claim for additional or duplicate key(s).

For purposes of this endorsement:
- Theft, robbery or house break-in shall be deemed to have occurred in the following situations:
a) where theft or house break-in is committed by way of actual forcible and violent entry; or
b) armed robbery or robbery with violence.

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

(D) Motor Personal Accident (Non-Tariff)

If during the Period of Insurance **You** or **Your Authorised Driver** shall suffer bodily injury as defined under benefits (1) and (2) as described below resulting solely and directly from an accident caused by violent external and visible means whilst **You** or **Your Authorised Driver** is driving or whilst mounting into or dismounting from the named vehicle mentioned in the Schedule, then **We** shall pay to **You** or **Your Authorised Driver** or to **Your** or **Your Authorised Driver** legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **You** or **Your Authorised Driver** in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. In the event **You** suffer bodily injury as defined under benefits (1) and (2) as a passenger in the named vehicle mentioned in the Schedule, both **You** and **Your Authorised Driver** will be covered under benefits (1) and (2), and **Our** limit of liability per person shall be reduced proportionately.

Benefits		Sum Insured (RM)
1.	Accidental Death	10,000
2.	Permanent Disablement • Total and irrecoverable loss of all sight in both eyes; • Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; • Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; • Total Paralysis	10,000
	• Total loss by physical severance at or above the wrist or ankle of one hand or one foot; • Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; • Total and irrecoverable loss of hearing of both ears; • Loss of speech	5,000

Commercial Vehicles

D562 Isuzu Insurance Pro (Non-Tariff)

(A) All Drivers (Non-Tariff)

We will cover **You** or **Your Authorised Driver** who is driving **Your** vehicle at no additional cost.

(B) Flood Allowance (Non-Tariff)

In the event of **Flood** damage to your named vehicle specified in the policy, **We** will pay **You** an allowance as per the specified benefit limit in the **Schedule**.

In the event of flood claim you must provide us:
a) Copy of Police Report; and
b) Photographs of the vehicle and/or any additional documents for verification.

Flood – refers to overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.

No reinstatement of coverage is allowed upon settlement of claim.

(C) Key Care (Non-Tariff)

In the event if the car key(s) to **Your Vehicle** is/are lost, stolen or damaged due to theft or attempted theft, robbery or house break-in, **We** will reimburse **You** the actual expenses incurred in replacing one (1) set of the said car key(s) up to the amount specified in the **Schedule** for ONE (1) claim only during the **Period of Insurance** subject to a police report being lodged within twenty four (24) hours of occurrence of the incident, a copy of the police report, the original repair invoice(s) / receipt(s) for the expense(s) incurred and any other additional document(s) as **We** may require are submitted to **Us**.

This cover shall cease to be in force on the date **Your** claim is settled under this endorsement.

We do not cover:

a) loss or damage caused by theft or attempted theft if the key(s) (or keyless entry system) to **Your Vehicle** is/are left unsecured or unattended, or is/are left in or on **Your Vehicle** whilst it is unattended; and
b) any claim for additional or duplicate key(s).

For purposes of this endorsement:

- Theft, robbery or house break-in shall be deemed to have occurred in the following situations:
  a) where theft or house break-in is committed by way of actual forcible and violent entry; or
  b) armed robbery or robbery with violence.

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

(D) Motor Personal Accident (Non-Tariff)

If during the Period of Insurance **You** or **Your Authorised Driver** shall suffer bodily injury as defined under benefits (1) and (2) as described below resulting solely and directly from an accident caused by violent external and visible means whilst **You** or **Your Authorised Driver** is driving or whilst mounting into or dismounting from the named vehicle mentioned in the Schedule, then **We** shall pay to **You** or **Your Authorised Driver** or to **Your** or **Your Authorised Driver** legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **You** or **Your Authorised Driver** in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.

Benefits		Sum Insured (RM)
1.	Accidental Death	10,000
2.	Permanent Disablement • Total and irrecoverable loss of all sight in both eyes; • Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; • Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; • Total Paralysis	10,000
	• Total loss by physical severance at or above the wrist or ankle of one hand or one foot; • Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; • Total and irrecoverable loss of hearing of both ears; • Loss of speech	5,000

(Applicable to Comprehensive Cover only)

D542 GapZero Plus (Non-Tariff)

(A) Waiver of Compulsory Excess for Unnamed Driver (Non-Tariff)

It is hereby declared and agreed that the Compulsory **Excess** of RM400 as stated under Section A 2g, of this **Policy** will be waived if **You** or the person driving **Your Car** with **Your** consent is not named in the **Schedule** as a **Named Driver**.

However, this waiver shall not apply if **You** or the person driving **Your Car** with **Your** consent:

- Is under 21 years old; and/or
- Holds a Provisional (P) or Learner (L) driver's license

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

(B) Zero Depreciation (Non-Tariff)

It is hereby understood and agreed that in the event of **Your Car** being a **Total Loss** this endorsement is designed to provide cover for the financial shortfall between the amount received under Section A of the **Policy** and the **Original Purchase Price** of **Your Car**. The amount payable under this endorsement shall not exceed the maximum limit of RM200,000.

Provided always that **Your Car** is:

(a) Insured on Agreed Value under a Comprehensive Private Car Policy with Us; and
(b) Under 5 years old from the year of vehicle registration; and
(c) Not a second hand car, grey import or parallel import car or a reconditioned car; and
(d) Classified under one of the following categories:
    i. Newly registered; or
    ii. Not more than one year from the year of vehicle registration; or
    iii. Between the second year to fifth year of renewal with **Us**, and have Zero Depreciation coverage in the expiring policy period.

This endorsement shall indemnify if:

(a) **Your Car** is deemed to be a **Total Loss** that is entitled to a claim payment under the Comprehensive Private Car Policy with Us; and
(b) **You** provide the original purchase invoice for **Our** claim assessment; and
(c) **You** provide purchase invoice or hire purchase agreement as proof of purchase of a brand new car of the same make within 90 days from the date when **We** declare **Your Car** a **Total Loss**.

This endorsement shall not indemnify if:
The **Total Loss** is not entitled to a claim payment under the Comprehensive Private Car Policy with Us for whatever reasons.

Special Conditions:

(a) This endorsement is not transferable to any other person or vehicle.
(b) **You** are not allowed to cancel this endorsement unless the Comprehensive Private Car Policy is also cancelled at the same time.

Definitions

Total Loss means loss of **Your Car** either by theft or robbery and is not recovered, or accidental damage from the operation of a peril insured under this Comprehensive Private Car Policy and the costs to repair is uneconomical to render **Your Car** a "constructive total loss".

Original Purchase Price means the purchase price **You** paid for **Your Car** from a registered motor trader as indicated on the purchase invoice. The **original purchase price** shall refer to the original selling price of the vehicle, including Sales Tax and optional accessories. Any discount given, Registration/Transfer/Endorsement Fee, Road Tax Fee, Motor Insurance and Number Plate Fee shall not be included.

D530 DriveSafe PA Partner (Non-Tariff)

TABLE OF BENEFITS

	Benefits	Per Unit Benefit Limits per Insured Person (RM)
1	Accidental Death	25,000 subject to aggregate limit of 200,000
2	Permanent Disablement - Total and irrecoverable loss of all sight in both eyes; - Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; - Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; - Total Paralysis	25,000 subject to aggregate limit of 200,000
	- Total loss by physical severance at or above the wrist or ankle of one hand or one foot; - Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; - Total and irrecoverable loss of hearing of both ears;	12,500 subject to aggregate limit of 200,000
3	Medical Expenses	3,000

4	Dental Correction and Corrective Cosmetic Surgery Benefit	3,000
5	Daily **Hospital** Income	100/day subject to aggregate limit of 15,000
6	Bereavement Allowance	6,000
7	Ambulance Fees	500

Where more than one (1) unit is insured, the level of compensation will be increased in direct proportion to the number of units as stated in the **Schedule**.

Benefits 1 & 2 - Accidental Death and Permanent Disablement

If during the **Period of Insurance Insured Person**(s) shall suffer bodily injury as defined under benefits (1) and (2) as described above resulting solely and directly from an accident caused by violent external and visible means whilst **Insured Person**(s) is driving, riding as a passenger or whilst mounting into or dismounting from the **Named Vehicle** mentioned in the **Schedule**, then **We** shall pay to **Insured Person**(s) or to **Insured Person**(s) legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **Insured Person**(s) in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. The total liability of the Company shall not in the aggregate exceed the aggregate limit stated in the Table of Benefits during any one **period of insurance**.
5. In the event that the actual number of persons traveling in the vehicle exceeds the seating capacity stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.
6. For death and permanent disablement benefits, the total claim payable for the total number of claimants is limited to overall **Policy** limit. In the event the total claim payable exceeded the overall **Policy** limit, total claim payable for the total number of claimants shall be proportionate in accordance to the overall **Policy** limit.
7. **We** will pay double the Sum Insured stated in the Table of Benefits for Death and Permanent Disablement arising from accident whilst **Insured Person(s)** traveling in the **Named Vehicle** mentioned in the **Schedule** during **Festive Seasons**, 2 days before and 2 days thereafter.

   Festive Seasons – refers to first day of Chinese New Year, first day of Hari Raya Aidilfitri, Deepavali, Christmas, first day of Hari Gawai Dayak and first day of Pesta Kaamatan in Malaysia.

Benefit 3 – Medical Expenses

We will pay to the **Insured Person**(s) the reasonable medical, **Hospital** or nursing home expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the **Insured Person**(s) as the direct and immediate result of an accident to the **Named Vehicle** mentioned in the **Schedule**.

Compensation under this benefit shall only be payable if such medical or surgical treatment is rendered to the **Insured Person**(s) by a qualified **Medical Practitioner**, provided that the first expense is incurred within twenty-six (26) weeks after the date of accident. This benefit is only payable if the **Insured Person**(s) furnishes **Us** with original medical bills issued by a qualified **Medical Practitioner.**

Benefit 4 – Dental Correction and Corrective Cosmetic Surgery Benefit

We will reimburse the actual expenses incurred by the **Insured Person**(s) up to the amount stated in the Table of Benefits for Dental Correction and Corrective Cosmetic Surgery performed on the **Insured Person**(s)'s neck, head or chest (navel up) following injuries sustained as a result of an accident to the **Named Vehicle** mentioned in the **Schedule**, provided that such Corrective Cosmetic Surgery is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon.

Benefit 5 – Daily Hospital Income

We will pay a lump sum daily allowance of RM 100 to each of **Insured Person**(s) during the period of **Hospitalisation**, in the event if **Insured Person**(s) are hospitalized due to accident involving the **Named Vehicle** as described in the **Schedule**.

The total liability to the Company shall not exceed the aggregate limit stated in the Table of Benefits during the **period of insurance**.

Hospitalisation – Admission to a **Hospital** as a registered bed patient for medically necessary treatment of a motor accident upon recommendation of a Physician. Admission to the **Hospital** must be made within 2 days from the date of the accident. A patient shall not be considered as a bed-paying patient if the patient does not physically stay in the **Hospital** for the

whole period of confinement. Upon discharged from **Hospital**, any subsequent confinement for the same accidental Injury shall not be covered by the **Policy**.

Benefit 6 – Bereavement Allowance

We will pay a lump sum bereavement allowance as per the benefit limit stated in the Table of Benefits to **Insured Person(s)** legal representative in the event of accidental death to **Insured Person(s)** upon a valid claim of benefit 1 above.

Benefit 7 – Ambulance Fees

We will reimburse up the benefit limit stated in the Table of Benefits for the charges incurred by the **Insured Person**(s) for necessary ambulance services rendered in Malaysia (inclusive of attendants) to and/or from the **Hospital** provided such Ambulance Fees were incurred as a result of an accident to the **Named Vehicle** mentioned in the **Schedule.**

Definitions

We/Us/Our - means
Tokio Marine Insurans (Malaysia) Berhad

You/Your - means
The person named as the Insured in the **Schedule.**

Insured Persons - means
You, Your Authorised Driver and/or Your Passenger(s) who is driving, riding as a passenger or whilst mounting into or dismounting from the **Named Vehicle** mentioned in the **Schedule**.

Period of Insurance – means
The period for which **You** are insured.

Policy – means
Your insurance contract which consists of the **Policy** wording, **Schedule** and any **Endorsement.**

Endorsement – means
A written alteration to the terms, conditions and limitations of this **Policy**.

Premium – means
Any amount **We** require **You** to pay under the **Policy** and includes Services Tax.

Schedule – means
The **Policy Schedule** where the benefits and sum Insured are stated.

Hospital - means
Any lawfully operating public or private **Hospital**/medical centre which provides room and board and twenty-four (24) hours nursing services.

Named Vehicle - means
The vehicle as described in the **Policy Schedule**.

Medical Practitioner – means
A properly qualified **Medical Practitioner**, other than Yourself, licensed by the competent Medical Authorities of the country in which treatment is provided and when rendering such treatment, is practicing within the scope of his or her licensing and training.

Exclusions

We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following :-

a. loss caused directly or indirectly, wholly or partly
   (i) by bacterial infections (except pyogenic shall occur through an accidental cut or wound);
   (ii) by any form of illness, diseases, infection, or parasites fits hernia including malaria dengue fever and acquired immune deficiency syndrome;
   (iii) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this **Policy** and performed within the time provided in the **Policy**);
   (iv) by child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule;

(v) while the driver is under the influence of alcohol or intoxicating liquor, narcotic, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that the driver is incapable of having proper control of **Your** vehicle;
(vi) while the vehicle is used for illegal business as an unlicensed common carrier;
(vii) while committing or attempting to commit any unlawful or criminal act.

b. HIV (Human Immunodeficiency Virus) and/or HIV related illnesses and/or any mutant derivatives or variations thereof;

c. Suicide or any attempt thereat (sane or insane);

d. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, strike, civil commotion, civil war, act of terrorism, rebellion, insurrection, conspiracy military or usurped power, martial law, or state of siege, r any of the events or causes which determine the proclamation or maintenance or martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under of any government or public or local authority; or any weapon or instrument or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any **Endorsement** which does not specifically refer to it, in whole or in part. **You** shall, if so required, and as a condition precedent to any of **Our** liability prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes;

e. Loss if the vehicle is used for hire or reward, road rally pace making, speed-testing or use for any purpose in connection with the motor trade;

f. Loss if the driver does not have a valid driving license to drive the vehicle. This will not apply if the driver has an expired license but is not disqualified from holding or obtaining such driving license under any existing laws, by laws and regulation;

g. Any person engaging in or taking part in police, army, naval or arm force services or operations.

h.
(i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or

(ii) from any nuclear waste or from the combustion of nuclear fuel, or

(iii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or

(iv) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

(v) any nuclear material, nuclear installation or any other nuclear energy.

Conditions

1. A duty to comply with the Condition

We will only be liable to make any payment under this **Policy** if You have at all times complied with the terms, provisions, conditions and **Endorsement** of this **Policy**.

2. Misrepresentation / Fraud

If the claim be in any respect fraudulent or if any false declarations be made or used in support thereof or if any fraudulent means or devices are used by **You** or any one acting on **Your** behalf to obtain any Benefit under this **Policy**; if the Death or loss or Disablement be occasioned by the willful act or with **Your** connivance; or if the claim be made and rejected and an action or suit be not commence within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of the 6th condition of this **Policy**) within three (3) months after the arbitration or arbitrators or umpire shall have made their reward all Benefits under this **Policy** shall be forfeited.

3. Claims Notification, Procedure and Settlement

a. Claims certificate information and evidence required by **Us** shall be furnished at **Your** expense or **Your** legal personal representative and shall be in such form and of such nature as **We** may prescribe. The **Insured Person**(s) as often as required shall submit to medical examination on **Our** behalf at their own expense in respect of any alleged bodily injury. In case of death reasonable notice shall be given to Us before internment or cremation and **We** may require or be represented at a post mortem examination on the body of the **Insured Person**(s). Immediate notice stating time and place shall be given to Us of any inquest appointed. Time is the essence of this Condition.

b. In case of bodily injury to which this **Policy** relates
   i. the **Insured Person** shall procure and act upon medical or surgical advice as soon as practicable
   ii. written notice shall be given to **Us** as soon as possible but in any event within twenty-one (21) days of such bodily injury.

c. All claims shall be submitted through **You**. **Your** personal representatives' receipt shall discharge Us. All other indemnities of this **Policy** which are payable other than to **You** shall be payable directly to the injured person or to his legal representative whose receipt shall be a full discharge of the injury of such **Insured Person**(s).

4. Payment of Premium

Cash Before Cover Endorsement

It is fundamental and absolute special condition of this contract of insurance that the **Premium** due must be paid and received by **Us** before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The authorized agent shall remit the **Premium** within seven (7) working days upon receipt of such **Premium** from **You**. **We** reserve the right to refuse any coverage and/or reject any claim resulting from non-payment of **Premium** to **Us**.

5. Condition Precedent To Liability

The due observance and fulfillment of the terms and conditions and **Endorsements** of this **Policy** insofar as they relate to anything to be done or not to be done by **You** shall be conditions precedent to any of **Our** liability to make any payment under this **Policy**.

6. Notice

Every notice or communication to be given or made under this **Policy** shall be delivered in writing to **Us.** No alteration in the terms of this **Policy** and no **Endorsement** hereon or addition hereto will held valid unless the same is made and signed by **Us.**

7. Change In Risk

You shall give immediate notice to **Us** of any change in **Your** name residence business or occupation and shall also give notice before any renewal of this **Policy** of any injury disease physical defect of infirmity by which **You** have become affected or of which **You** have become cognizant.

8. Co-Ordination Of Benefit

When the **Insured Persons** is entitled to Benefit 3 payable under any other insurance group or individual the benefits payable under this **Policy** shall be limited to the balance of expenses not covered by benefits payable under the other insurance subject to the maximum benefits payable as stated in the **Schedule**.

9. Discharge of Liability

Any receipt or discharge which the **Insured Person**(s) or their legal representative may grant to **Us** for any capital sum or compensation under this **Policy** shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting to the **Insured Person**(s) in consequence of the accident whether resulting before or after the date of such receipt or discharge.

10. Territorial Limit

This **Policy** only covers motor road accidents involving the **Named Vehicle** in Malaysia, Singapore, and Brunei in accordance to the laws of Malaysia.

(Applicable to Comprehensive Cover only)

Any claim under this section shall not affect **your** NCD entitlement and will not deduct any Excess.

D574 Subaru Careline Insurance (Non-Tariff)

(A) All Drivers (Non-Tariff)

We will cover **You** or **Your Authorised Driver** who is driving **Your** vehicle at no additional cost. **Your Policy** is extended to cover for all drivers. The compulsory excess for unnamed drivers under Section A2g is not applicable.

(B) Unlimited Towing (Non-Tariff)

You are eligible to our **Auto Partner** roadside assistance for unlimited towing distance during the policy period within Malaysia provided **Your** vehicle is immobilized due to a Breakdown or Accident.

Other existing **Auto Partner**'s terms and conditions shall remain unchanged.

Auto Partner – refers to
Emergency roadside assistance service for comprehensive Private Car motor insurance policyholder. Please refer to tokiomarine.com for Auto Partner's terms & conditions.

(C) Motor Personal Accident (Non-Tariff)

Table of Benefits

Benefits		Sum Insured (RM) per person
1.	Accidental Death	50,000 subject to aggregate limit of 400,000
2.	Permanent Disablement • Total and irrecoverable loss of all sight in both eyes; • Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; • Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; • Total Paralysis	50,000 subject to aggregate limit of 400,000
	• Total loss by physical severance at or above the wrist or ankle of one hand or one foot; • Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; • Total and irrecoverable loss of hearing of both ears;	25,000 subject to aggregate limit of 400,000
3.	Medical Expenses	5,000

Benefit 1 & 2 - Accidental Death and Permanent Disablement

If during the Period of Insurance **You, Your Authorised Driver** and/or **Your** passenger(s) shall suffer bodily injury as defined under benefits (1) and (2) as described below resulting solely and directly from an accident caused by violent external and visible means whilst **You, Your Authorised Driver** and/or **Your** passenger(s) is driving, riding as a passenger or whilst mounting into or dismounting from the named vehicle mentioned in the Schedule, then **We** shall pay to **You**, **Your Authorised Driver** and/or **Your** passenger(s) or to **You, Your Authorised Driver** and/or **Your** passenger(s) legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **You, Your Authorised Driver** and/or **Your** passenger(s) in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. The total liability of the Company shall not in the aggregate exceed the sum of RM400,000 during any one period of insurance.
5. In the event that the actual number of persons traveling in the vehicle exceeds the seating capacity stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.

Benefit 3 – Medical Expenses

We will pay to **You** and **Your Authorised Driver** the reasonable medical, **Hospital** or nursing home expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by **You** and **Your Authorised Driver** as the direct and immediate result of an accident to the **Named Vehicle** mentioned in the **Schedule**.

Compensation under this benefit shall only be payable if such medical or surgical treatment is rendered to **You** and **Your Authorised Driver** by a qualified **Medical Practitioner**, provided that the first expense is incurred within twenty-six (26) weeks after the date of accident. This benefit is only payable if **You** and **Your Authorised Driver** furnish Us with original medical bills issued by a qualified **Medical Practitioner**.

Hospital - means
Any lawfully operating public or private Hospital/medical centre which provides room and board and twenty-four (24) hours nursing services.

Medical Practitioner – means
A properly qualified Medical Practitioner, other than Yourself, licensed by the competent Medical Authorities of the country in which treatment is provided and when rendering such treatment, is practicing within the scope of his or her licensing and training.

(D) Flood Relief Allowance (Non-Tariff)

In the event of **Flood** damage to your named vehicle specified in the policy, **We** will pay **You** an allowance as per the specified benefit limit in the **Schedule**.

In the event of flood claim you must provide us:
a) Copy of Police Report; and
b) Photographs of the vehicle and/or any additional documents for verification.

Flood – refers to overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.

No reinstatement of coverage is allowed upon settlement of claim.

(E) Key Replacement (Non-Tariff)

Our liability under this section in respect of any one **Period of Insurance** shall not exceed the amount as stated in the **Schedule** and claimable only once during a **Period of Insurance**.

1. Key Replacement – **We** will reimburse **You** for the cost of replacing **Your Car** keys which are lost or stolen. The covered cost is limited to the money **You** paid to a locksmith or car dealership to produce a new key.
2. Break-in Protection – **We** will reimburse **You** for the cost of replacing locks and keys if **Your Car** is unlawfully broken into. The covered costs include the labor cost for replacing the lock.
3. Lock Out Reimbursement – **We** will reimburse **You** for the cost of obtaining a locksmith or towing company within Malaysia, to transport **Your Car** to the nearest car dealership to unlock **Your Car** if **You** are locked out of **Your Car** due to the loss of keys as a result of theft or robbery or the accidental locking in of **Your Car** keys in **Your Car**. **We** will also pay an inconvenience allowance of RM 200 to **You** as part of the overall limit of this benefit should it necessitate the breaking of the glass to retrieve the keys.
4. **Our** total maximum liability for all the above coverages (Key Replacement, Break-in Protection and Lock Out Reimbursement) shall not exceed the limit stated on **Schedule**.

For Break-in protection claims, there must be visible evidence of forcible entry to **Your Car** and **You** must provide an official police report that indicates the details of the incident within the covered time frame in order for **Us** to pay the claim.

Coverage Exclusions:

We shall not be liable for:
i. The deductible/excess of RM50;
ii. Replacement costs of keys and/or locks of motor vehicles that **You** do not own for personal use;
iii. Losses that do not occur within the **Period of Insurance**;
iv. The cost to replace keys to a boat, airplane, motorcycle, recreational vehicles and/or campers that **You** own;
v. Losses that result from, or are related to, business pursuits including **Your** work or profession;
vi. Losses caused by **Your** illegal acts;
vii. Losses that **You** have intentionally caused;
viii. Losses due to the order of any government, public authority, or customs official.

Subject otherwise to the terms and conditions of this Policy.

(F) Theft & Total Loss Allowance (Non-Tariff)

We will pay **You** a lump sum allowance of RM3,000 in the event of a total loss or theft claim to **Your** Vehicle subject to the following condition:

a) The motor claim(s) made under Section 1 of this **Policy** for total loss or theft has been fully paid by **Us**.

(G) Daily Cash Allowance (Non-Tariff)

During the repair of **Your Car** at our **Approved Repairer**, **We** will pay **You** an allowance of RM50 per day up to a maximum of ten (10) consecutive days. The number of days shall be assessed by **Us** as required to repair **Your Car** under Section A of this **Policy**.

Coverage Exclusions:

This **Policy** will not entertain any claim(s) under any of the following situations:

i. If there is no corresponding claims payable under Section A – 1 (a) of the **Policy**.
ii. If the claim under Section A – 1 (a) of the **Policy** is declined by **Us**.
iii. If **Your Car** is determined to be a total loss or beyond economical repair.
iv. Arising directly or indirectly from flood, storm damage, falling object, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under the **Policy**.
v. Defective design or defective repairs, and in any way unconnected with a road accident.

The cover is limited to one (1) occurrence in each **Period of Insurance**.

(H) Vehicle Break-In (Non-Tariff)

Subject to a police report being lodged within 24 hours from an occurrence, unless **You** are physically unable to do so, **We** will reimburse **You** for loss of **Personal Valuables** kept in **Your Car**, caused by robbery or break-in. The reimbursement is based on the current market value as determined by **Us**, which may subject to depreciation.

Our liability under this coverage in respect of any one **Period of Insurance** shall not exceed the amount as stated in the **Schedule**, per claim up to a maximum of 2 claims per **Period of Insurance**. An excess of RM 50 or 10% of the claim amount whichever is higher will apply for each and every claim.

Coverage Exclusions:

We shall not be liable for:

a) Loss, damage or deterioration of **Personal Valuables** arising from normal wear and tear or other gradually operating causes or occasioned by any process of cleaning, dyeing or renovating or climatic or atmospheric conditions;
b) Loss of or damage to **Your Personal Valuables** directly or indirectly from:
   i. Intentional or malicious acts or gross negligence or carelessness by **You**;
   ii. Mislaying, misplacing or mysterious disappearance;
   iii. Marring, scratching, peeling of paint or any other damage to the appearance of the **Personal Valuables** not resulting in loss of its function.
c) Loss caused due to theft of any of **Your** property by a fraudulent scheme, trick, device or false pretense;
d) Loss as a result of pick-pocketing; and/or
e) Loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Personal Valuables - refers to all items of gold, silver, platinum, jewellery, laptops, personal handheld electronic equipment including purses, wallets and handbags in **Your** possession and in **Your Car** at the time of robbery or break-in.

D579 Subaru GapZero Plus (Non-Tariff)

(A) GapZero (Non-Tariff)

It is hereby understood and agreed that in the event of **Your Car** being a **Total Loss** this endorsement is designed to provide cover for the financial shortfall between the amount received under Section A of the **Policy** and the **Original Purchase Price** of **Your Car**. The amount payable under this endorsement shall not exceed the maximum limit of RM200,000.

Provided always that **Your Car** is:

a) Insured on Agreed Value under a Comprehensive Private Car Policy with Us; and
b) Under 5 years old from the year of vehicle registration; and
c) Not a second hand car, grey import or parallel import car or a reconditioned car; and
d) Classified under one of the following categories:

i. Newly registered; or
ii. Not more than one year from the year of vehicle registration; or
iii. Between the second year to fifth year of renewal with **Us**, and have GapZero coverage in the expiring policy period.

This endorsement shall indemnify if:
a) **Your Car** is deemed to be a **Total Loss** that is entitled to a claim payment under the Comprehensive Private Car Policy with Us; and
b) **You** provide the original purchase invoice for **Our** claim assessment; and
c) **You** provide purchase invoice or hire purchase agreement as proof of purchase of a brand new car of the same make within 90 days from the date when **We** declare **Your Car** a **Total Loss**.

This endorsement shall not indemnify if:
The **Total Loss** is not entitled to a claim payment under the Comprehensive Private Car Policy with **Us** for whatever reasons.

Special Conditions:
a) This endorsement is not transferable to any other person or vehicle.
b) **You** are not allowed to cancel this endorsement unless the Comprehensive Private Car Policy is also cancelled at the same time.

(B) Daily Hospital Income (Non-Tariff)

In the event of **Your Car** being a **Total Loss** due to accident, **We** will pay a lump sum daily allowance of RM 100 to each of **You** or **Your Authorised Driver** and/or the **passenger(s)** during the period of **Hospitalisation**.

The total liability to the Company shall not exceed RM 15,000 during the period of insurance.

No reinstatement of coverage is allowed upon settlement of claim.

Definitions

Total Loss means loss of **Your Car** either by theft or robbery and is not recovered, or accidental damage from the operation of a peril insured under this Comprehensive Private Car Policy and the costs to repair is uneconomical to render **Your Car** a "constructive total loss".

Original Purchase Price means the purchase price **You** paid for **Your Car** from a registered motor trader as indicated on the purchase invoice. The **original purchase price** shall refer to the original selling price of the vehicle, including Sales Tax and optional accessories. Any discount given, Registration/Transfer/Endorsement Fee, Road Tax Fee, Motor Insurance and Number Plate Fee shall not be included.

Hospitalisation – Admission to a hospital as a registered bed patient for medically necessary treatment resulting from Your Car's total loss, upon recommendation of a Physician. Admission to the hospital must be made within 2 days from the date of the accident. A patient shall not be considered as a bed-paying patient if the patient does not physically stay in the hospital for the whole period of confinement. Upon discharged from hospital, any subsequent confinement for the same Accidental Injury shall not be covered by the policy.

(Applicable to Comprehensive Cover only)

Any claim under this section shall not affect **your** NCD entitlement and will not deduct any Excess.

D577 Hyundai Protection Plan (Non-Tariff)

(A) All Drivers (Non-Tariff)

We will cover **You** or **Your Authorised Driver** who is driving **Your** vehicle at no additional cost. **Your Policy** is extended to cover for all drivers. The compulsory excess for unnamed drivers under Section A2g is not applicable.

(B) Unlimited Towing (Non-Tariff)

You are eligible to our HPP roadside assistance for unlimited towing distance during the policy period within Malaysia provided **Your** vehicle is immobilized due to a Breakdown or Accident.

(C) Motor Personal Accident (Non-Tariff)

If during the Period of Insurance **You**, **Your Authorised Driver** and/or **Your** passenger(s) shall suffer bodily injury as defined under benefits (1) and (2) as described below resulting solely and directly from an accident caused by violent external and visible means whilst **You**, **Your Authorised Driver** and/or **Your** passenger(s) is driving, riding as a passenger or whilst mounting into or dismounting from the named vehicle mentioned in the Schedule, then **We** shall pay to **You**, **Your Authorised Driver** and/or **Your** passenger(s) or to **You**, **Your Authorised Driver** and/or **Your** passenger(s) legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **You**, **Your Authorised Driver** and/or **Your** passenger(s) in connection with the same accident.
2. On the occurrence of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. The total liability of the Company shall not in the aggregate exceed the sum of RM400,000 during any one period of insurance.
5. In the event that the actual number of persons traveling in the vehicle exceeds the seating capacity stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.

Table of Benefits

Benefits		Sum Insured (RM) per person
1.	Accidental Death	20,000
2.	Permanent Disablement • Total and irrecoverable loss of all sight in both eyes; • Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; • Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; • Total Paralysis	20,000
	• Total loss by physical severance at or above the wrist or ankle of one hand or one foot; • Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; • Total and irrecoverable loss of hearing of both ears;	10,000

(D) Key Care (Non-Tariff)

In the event if the car key(s) to **Your** Car is/are lost, stolen or damaged due to theft or attempted theft, robbery or house break-in, **We** will reimburse **You** the actual expenses incurred in replacing one (1) set of the said car key(s) up to the amount specified in the **Schedule** for ONE (1) claim only during the **Period of Insurance** subject to a police report being lodged within twenty four (24) hours of occurrence of the incident, a copy of the police report, the original repair invoice(s) / receipt(s) for the expense(s) incurred and any other additional document(s) as **We** may require are submitted to **Us**.

This cover shall cease to be in force on the date **Your** claim is settled under this endorsement.

We do not cover:

a) loss or damage caused by theft or attempted theft if the key(s) (or keyless entry system) to **Your** Car is/are left unsecured or unattended, or is/are left in or on **Your** Car whilst it is unattended; and
b) any claim for additional or duplicate key(s).

For purposes of this endorsement:
- Theft, robbery or house break-in shall be deemed to have occurred in the following situations:
  a) where theft or house break-in is committed by way of actual forcible and violent entry; or
  b) armed robbery or robbery with violence.

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

D578 Hyundai GapZero Plus (Non-Tariff)

(C) Hyundai Zero Gap Protection (Non-Tariff)

It is hereby understood and agreed that in the event of **Your Car** being a **Total Loss** this endorsement is designed to provide cover for the financial shortfall between the amount received under Section A of the **Policy** and the **Original Purchase Price** of **Your Car**. The amount payable under this endorsement shall not exceed the maximum limit of RM200,000.

Provided always that **Your Car** is:
e) Insured on Agreed Value under a Comprehensive Private Car Policy with Us; and
f) Under 5 years old from the year of vehicle registration; and
g) Not a second hand car, grey import or parallel import car or a reconditioned car; and
h) Classified under one of the following categories:
   iv. Newly registered; or
   v. Not more than one year from the year of vehicle registration; or
   vi. Between the second year to fifth year of renewal with **Us**, and have Zero Gap coverage in the expiring policy period.

This endorsement shall indemnify if:
d) **Your Car** is deemed to be a **Total Loss** that is entitled to a claim payment under the Comprehensive Private Car Policy with Us; and
e) **You** provide the original purchase invoice for **Our** claim assessment; and
f) **You** provide purchase invoice or hire purchase agreement as proof of purchase of a brand new car of the same make within 90 days from the date when **We** declare **Your Car** a **Total Loss**.

This endorsement shall not indemnify if:
The **Total Loss** is not entitled to a claim payment under the Comprehensive Private Car Policy with **Us** for whatever reasons.

Special Conditions:
c) This endorsement is not transferable to any other person or vehicle.
d) **You** are not allowed to cancel this endorsement unless the Comprehensive Private Car Policy is also cancelled at the same time.

(D) Flood Allowance (Total Loss) (Non-Tariff)

In the event of **Your Car** being a **Total Loss** due to flood damage, **We** will pay **You** an allowance as per the specified benefit limit in the **Schedule**.

In the event of **flood** claim you must provide us:
a) Copy of Police Report; and
b) Photographs of the vehicle and/or any additional documents for verification.

No reinstatement of coverage is allowed upon settlement of claim.

Definitions

Total Loss means loss of **Your Car** either by theft or robbery and is not recovered, or accidental damage from the operation of a peril insured under this Comprehensive Private Car Policy and the costs to repair is uneconomical to render **Your Car** a "constructive total loss".

Original Purchase Price means the purchase price **You** paid for **Your Car** from a registered motor trader as indicated on the purchase invoice. The **original purchase price** shall refer to the original selling price of the vehicle, including Sales Tax and optional accessories. Any discount given, Registration/Transfer/Endorsement Fee, Road Tax Fee, Motor Insurance and Number Plate Fee shall not be included.

Flood refers to overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.

*Section H: GapZero (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule

(Applicable to Comprehensive Cover only)

D501 GapZero – With Theft (Non-Tariff)

It is hereby understood and agreed that in the event of Your Car being a **Total Loss** this endorsement is designed to provide cover for the financial shortfall between the amount received under Section A of the Policy and the **Original Purchase Price** of Your Car. The amount payable under this endorsement shall not exceed the maximum limit of RM200,000 during the currency of this insurance.

Provided always that Your Car is:
(a) Insured on Agreed Value under a Comprehensive Private Car Policy with Us; and
(b) Under 5 years old from the date of registration; and
(c) Not a second hand car, grey import or parallel import car or a reconditioned car.

This endorsement shall indemnify if:
(a) Your Car is deemed to be a Total Loss; and
(b) You provide purchase invoice or hire purchase agreement as proof of purchase of a brand new car of the same make within 90 days from the date when We declare Your Car a Total Loss.

This endorsement shall not indemnify if:
(a) Your Car is stolen by any person having access to the keys of Your Car unless the keys are obtained using forcible and violent means with threat of bodily injury.
(b) The Total Loss is not entitled to a claim payment under the Comprehensive Private Car Policy with Us for whatever reasons.
(c) Your Car is outside Malaysia, Singapore and Brunei for 60 days and more consecutively at the time of an incident which renders Your Car a Total Loss.

Special Conditions:
(a) This endorsement is not transferable to any other person or vehicle.
(b) You are not allowed to cancel this endorsement unless the Comprehensive Private Car Policy is also cancelled at the same time.
(c) This endorsement should be read together with Our Comprehensive Private Car Policy.

Definitions

Total Loss means loss of Your Car either by theft or robbery and is not recovered, or accidental damage from the operation of a peril insured under this Comprehensive Private Car Policy and the costs to repair is uneconomical to render Your Car a "constructive total loss".
Your car under 1 year old from the date of registration shall be considered as “constructive total loss” if estimated repair cost as determined by Us supported by internal and/or external adjuster exceeds 65% of **Original Purchase Price**.

Original Purchase Price means the purchase price You paid for Your Car from a registered motor trader as indicated on the purchase invoice or first year Motor Insurance Sum Insured whichever is the lower. The purchase invoice refers to selling price including Sales Tax and optional accessories but excluding any discount given, Registration/Transfer/Endorsement Fee, Road Tax, Motor Insurance and Number Plate fee.

D502 GapZero – Without Theft (Non-Tariff)

It is hereby understood and agreed that in the event of Your Car being a **Total Loss** this endorsement is designed to provide cover for the financial shortfall between the amount received under Section A of the Policy and the **Original Purchase Price** of Your Car. The amount payable under this endorsement shall not exceed the maximum limit of RM200,000 during the currency of this insurance.

Provided always that Your Car is:
(a) Insured on Agreed Value under a Comprehensive Private Car Policy with Us; and
(b) Under 5 years old from the date of registration; and
(c) Not a second hand car, grey import or parallel import car or a reconditioned car.

This endorsement shall indemnify if:
(a) Your Car is deemed to be a Total Loss; and
(b) You provide purchase invoice or hire purchase agreement as proof of purchase of a brand new car of the same make within 90 days from the date when We declared Your Car a Total Loss.

This endorsement shall not indemnify if:
(a) The Total Loss is not entitled to a claim payment under the Comprehensive Private Car Policy with Us for whatever reasons.

(b) Your Car is outside Malaysia, Singapore and Brunei for 60 days and more consecutively at the time of an incident which renders Your Car a Total Loss.

Special Conditions:
(a) This endorsement is not transferable to any other person or vehicle.
(b) You are not allowed to cancel this endorsement unless the Comprehensive Private Car Policy is also cancelled at the same time.
(c) This endorsement should be read together with Our Comprehensive Private Car Policy.

Definitions

Total Loss means accidental damage from the operation of a peril insured under this Comprehensive Private Car Policy and the costs to repair is uneconomical to render Your Car a "constructive total loss".
Your car under 1 year old from the date of registration shall be considered as "constructive total loss" if estimated repair cost as determined by Us supported by internal and/or external adjuster exceeds 65% of **Original Purchase Price**.

Original Purchase Price means the purchase price You paid for Your Car from a registered motor trader as indicated on the purchase invoice or first year Motor Insurance Sum Insured whichever is the lower. The purchase invoice refers to selling price including Sales Tax and optional accessories but excluding any discount given, Registration/Transfer/Endorsement Fee, Road Tax, Motor Insurance and Number Plate fee.

**Section I: Tokio Marine DriveSafe Pro (Non-Tariff)*
(applicable only if the Endorsement number is printed in the Schedule)

(Applicable to Comprehensive Cover only)

D507 Tokio Marine DriveSafe Pro (Non-Tariff)

Benefit 1 & 2 – Accidental Death and Permanent Disablement

If during the Period of Insurance **You**, **Your Authorised Driver** and/or **Your** passenger(s) shall suffer bodily injury as defined under benefits (1) and (2) of the Table of Benefits resulting solely and directly from an accident caused by violent external and visible means whilst **You** and/or **Your** Authorised **Driver** is driving, riding as a passenger or whilst mounting into or dismounting from the named vehicle mentioned in the Schedule, then **We** shall pay to **You**, **Your Authorised Driver** and/or **Your** passenger(s) or to **You**, **Your Authorised Driver** and/or **Your** passenger(s) legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **You**, **Your Authorised Driver** and/or **Your** passenger(s) in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. The aggregate of all amounts payable in respect of any one accident under Benefits (1) and (2) shall not exceed 100% of the Death Benefit for any one of **You**, **Your Authorised Driver** and/or **Your** passenger(s).
5. In the event that the actual number of persons traveling in the vehicle exceeds the number stated in the Schedule, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.
6. If **You** are a company firm or partnership the cover will be restricted to persons traveling in named vehicle mentioned in the Schedule.
7. Age limit of the passenger(s) is between 30 days to 80 years of age.

This Section is extended to provide 24 hours cover to **You** who shall suffer bodily injury as defined under benefits (1) to (2) of the Table of Benefits resulting solely and directly from an accident of any other cause within the **Territorial Limit**.

Table of Benefits				
Benefits		Sum Insured (RM) per person		
		Plan 1	Plan 2	Plan 3
1.	Accidental Death	15,000	30,000	45,000

2.	Permanent Disablement Total and irrecoverable loss of all sight in both eyes	15,000	30,000	45,000
	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	15,000	30,000	45,000
	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	15,000	30,000	45,000
	Total Paralysis	15,000	30,000	45,000
	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	7,500	15,000	22,500
	Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear	7,500	15,000	22,500
	Total and irrecoverable loss of hearing of both ears	7,500	15,000	22,500
	Our limit of liability in respect of any one accident shall not exceed	75,000	150,000	225,000
Benefits		Sum Insured Per Policy Period (RM)		
		Plan 1	Plan 2	Plan 2
3.	Miscarriage, Permanent impotency or infertility due to car accident	1,000	1,000	1,000
4.	Special Relief Allowance	1,000	1,000	1,000
5.	Personal Effect	500	500	500
		Sum Insured Per event (RM)		
6.	Medical Expenses	1,000	1,000	1,000
7.	Additional Towing i) Road accident Breakdown	 Up to 200 Up to 250	 Up to 200 Up to 250	 Up to 200 Up to 250

Double Indemnity – refers to
We will pay double the Sum Insured stated in the Table of Benefits for Death and Permanent Disablement arising from accident whilst **You**, **Your Authorised Driver** and/or **Your passenger**(s) traveling in the named vehicle during **Festive Seasons**, 2 days before and 2 days thereafter.

Festive Seasons – refers to
First day of Chinese New Year, First day of Hari Raya Aidilfitri, Deepavali and Christmas in Malaysia.

Benefit 3 – Medical Expenses

We will pay reasonable medical, hospital, or nursing home expenses incurred up to RM1,000 per event in connection with any accidental bodily injury caused by violent external and visible means including pregnancy complication by **You**, **Your Authorised Driver** and/or **Your** passenger(s) as the direct and immediate result of an accident to the named vehicle mentioned in the schedule, incurred within 26 weeks from the date of accident.

It is a condition precedent to **Our** liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital or nursing home shall be submitted to and approved by **Us**.

Benefit 4 – Miscarriage, Permanent impotency or infertility due to car accident

We will pay an allowance of RM1,000 per policy period in the event of **You**, **Your Authorised Driver** and/or **Your** passenger(s) suffers a miscarriage, permanent impotency or infertility as a result of road accident to the named vehicle mentioned in the schedule.

This benefit is payable in addition to the expenses paid under Medical Expenses benefit and subject to the submission of original medical report issued by qualified Medical Practitioner.

Benefit 5 – Special Relief Allowance

We will pay **You** RM1,000 for the loss of use in the event of total loss or theft to the named vehicle described in the Schedule.

This cover shall be automatically terminated once **You** submit a claim under this benefit or total loss or theft claim of **You**r named vehicle whichever is applicable.

Benefit 6 – Personal Effects

We will pay up to RM500 per policy period for loss of or damage to **You**r personal effects caused by break-in by violent and forcible means while the personal effects are inside **You**r named vehicle mentioned in the Schedule.

Exclusion:-
Goods or samples carried in connection with any trade or business and cash.

Benefit 7 – Additional Towing

We shall pay the following towing charges or labor cost for emergency roadside repairs incurred in excess of the limit stated in **Auto Partner**.

i) Road Accident - Up to RM200
ii) Breakdown – Up to RM250

This is only applicable to:
i) Comprehensive Cover only
ii) Within Malaysia, Singapore and Brunei
This endorsement does not cover the costs and related charges of all spare parts which shall be borne by you entirely.

Auto Partner – refers to
Complimentary emergency roadside assistance service for comprehensive Private Car motor insurance policyholder. Please refer to our website at tokiomarine.com for Auto Partner's limit, terms & conditions.

Optional Coverage
(Applicable only if the endorsement number is printed in the schedule)

Table of Benefits				
		Sum Insured Per Policy Period (RM)		
		1 unit	2 units	3 units
1.	Car Child Seat	800	1,600	2,400
2.	Flood Inconvenience Allowance	1,000	2,000	3,000
3.	Betterment Cost	250	500	750

Optional coverage 1 - Child Car Seat

We will reimburse up to the limit stated in the selected plan for any replacement to **Your** child's car seat including booster seat fitted to **Your** named vehicle whilst damaged in a road accident. Damages which warrant replacement must be visible and excluding any loss or damage that results over prolonged period of time due to wear and tear. This benefit is payable following an own damage claim in motor policy.

Optional coverage 2 - Flood Inconvenience Allowance

We will pay **You** allowance up to the limits stated in the selected plan in the event **Your** named vehicle is damaged by **Flood** during the Period of Insurance. The maximum payable per policy period shall not exceed the amount stated in the selected plan.

A claim under this benefit only shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

Flood - refers to
A body of water, rising, swelling and overflowing land not usually thus covered. Also, overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.

Optional coverage 3 - Betterment Cost

Coverage for betterment applies if there is a corresponding own damage accident claim on the named vehicle aged from five (5) to fifteen (15) years old 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

We will reimburse the actual betterment expenses incurred up to the limits stated in the selected plan that the **Insured** paid to **Our** approved **Repairer** for the difference in cost between the old part(s) and the new part(s). The maximum payable per policy period shall not exceed the amount stated in the selected plan.

The replacement of new parts must be done by **Our** approved **Repairer** who also undertakes the repairing works on the named vehicle in connection with own damage accident claim.

Exclusions

This Section does not cover Death or Disablement or any other loss caused directly or indirectly by or in connection with any of the following:-

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority;

2. Bacterial infections (except pyogenic shall occur through an accidental cut or wound);

3. Any form of illness diseases infection or parasites fits hernia including malaria, dengue fever and acquired immune deficiency syndrome;

4. Medical or surgical treatment (except such as may be necessary as a result of injuries covered by this policy and performed within the time provided in the policy);

5. Child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule (Applicable to Benefit 1 and 2);

6. Provoked murder or assault;

7. HIV (Human Immunodeficiency Virus) and/or HIV related illnesses and/or any mutant derivatives or variations thereof;

8. Suicide or any attempt thereat (sane or insane);

9. Pre-existing physical, mental defect or infirmity;

10. While committing or attempting to commit any unlawful or criminal act;

11. While participating in any professional sports or as a member of any professional sports team;

12. Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes of mechanical guides;

13. Racing (other than foot), pace-making speed or realibility trials;

14. Occupations (whilst on duty only):-
    i) Air crews
    ii) Professional motor racers
    iii) Naval, Military or Air Force services or operations
    iv) Professional sports teams /athletes
    v) Ship crews on board ship, watercraft, vessel or barges
    vi) Underground or underwater miners

15. i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or
    ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or
    iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
    iv) any nuclear material, nuclear installation or any other nuclear energy

The exclusions and conditions of Section I shall be read together with Private Car Plus policy as a single contract.

Section J: Perodua Total Protect Plus (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule

(Applicable to Comprehensive Cover only)

D509 Waiver of Compulsory Excess For Unnamed Driver – Private Car & Private Use (Non-Tariff)
Compulsory Excess of RM 400.00 as stated under Section A, 2g, of the Motor Insurance policy for Private Car will be waived if you or the person driving your car with your consent is not named in the Schedule as a named driver.

However, this waiver shall not apply if You or the person driving Your Car with your consent:-
- Is under 21 years old ; and/or
- Holds a Provisional (P) or Learner (L) driver's license.

D510 Flood Allowance at RM1,000 (Non-Tariff)
In the event of damage to your named vehicle specified in the policy, due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides, we will pay you an allowance of **RM1,000** as specified under the Schedule during the period of insurance. The vehicle should be directed or towed to any Authorized Perodua Workshop or Insurance or Takaful operator appointed workshop for claim assessment.

In the event of flood claim you must provide us:
a) Copy of Police Report
b) Copy of Repair Invoice / Official Receipt
c) Photograph before and after cleaning works and/or any additional document for verification

The Insured / Policyholders should notify the claim to the insurer once the vehicle is being send to the workshop accordingly.

If any claim is being paid under this portion **No reinstatement** of coverage is allowed for the Named Vehicle upon settlement of claim. Any claim under this endorsement shall **not affect your NCD entitlement and NIL Excess applies** for this section - within Insurance period of cover

Note: NCD not affected

D511 Insured / Policyholder Personal Accident – Private Car & Private Use (Non-Tariff)
PRIVATE CAR – Apply for Motor Comprehensive Coverage Only. (Not applicable for Third Party and Act coverage)
(A) <u>Motor Insurance Coverage with PA (Death or Permanent Disablement only)</u>

If the Insured/Policyholder sustains any bodily injury or death days caused solely and directly by violent accidental external and visible means whilst driving or riding as passenger(s), boarding or alighting from the named vehicle specified in the policy, the Company shall pay the Insured/Policyholder in the event of bodily injury and/or in the event of death of the Insured/Policyholder to his/her nominee as executor according to the direction of the nominee and/or trustee of the trust created over such nomination in accordance with Schedule 10 of the Financial Services Act 2013 and/or the assignee as the case may be, the Compensation Specified in the Table of Benefits if any of the aforesaid shall happen.

BENEFIT TABLE **(Applicable for Private Car – Private Use only)**	**SUM INSURED (RM)**
1. Accidental Death	RM10,000.00
2. Permanent Disablement	
• Loss of **both** hands **or** both feet **or** sight of both eyes	RM10,000.00
• Loss of one hand **and** one foot	RM10,000.00
• Loss of **either** hand **or** foot **and** sight of one eye	RM10,000.00
• Total paralysis (from the neck down)	RM10,000.00
• Permanent quadriplegia (loss or permanent total loss of use of four limbs)	RM10,000.00
• Loss of one hand **or** one foot	RM 5,000.00
• Loss of four fingers **and** thumb in one hand	RM 5,000.00
• Loss of hearing of **both** ears	RM 5,000.00
• Loss of speech	RM 5,000.00
• Loss of sight of one eye	RM 5,000.00
• Loss of all toes in one foot	RM 5,000.00

'Loss' with reference to hand or foot means complete through or above the wrist or ankle joint, within 180 days after the date of accident and with reference to eyes means the entire and irrecoverable loss of sight.

Eligibility

- Insured/Policyholder should be 17 years old and above, under the regulations of the Malaysia Road Transport Department. If insured has not attained the age of eighteen (18) years, the payment of benefits shall be paid to his/her nominee as executor according to the direction of the nominee and/or trustee of the trust created over such nomination in accordance with Schedule 10 of the Financial Services Act 2013.

- Applicable for Private Car & Private Use Only

Exclusions

This Benefit does not apply:-

1. a) to loss caused directly or indirectly, wholly or partly, by
      i) bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
      ii) any other kind of disease
      iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this policy and performed within the time provided in the policy).
   b) to any bodily injury which shall result in hernia
   c) to suicide or any other attempt thereat (sane or insane)
   d) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority,
      or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The insured shall, if so require, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.
   e) to loss occasioned while the vehicle is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade.
   f) to the driver if such driver does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department.
   g) while the vehicle is used for illegal business pursuit as an unlicensed common carrier.
   h) to child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule.
   i) while the driver is under the influence of intoxicating liquor, alcohol or drugs.
   j) while committing or attempting to commit any unlawful act.
   k) death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
   l) any pre-existing conditions or physical defect or infirmity, fits of any kind.
   m) loss, damage or liability to Your Car or caused by Your Car during the breakdown assistance and towing service.
   n) while You are participating in a brawl or strike, riot, civil commotion or demonstration.

Conditions

If any claim is being paid under this portion, No reinstatement of coverage is allowed for the affected person.

Note: NCD not affected

**Section K: Tokio Marine Auto Prime (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule*

(Applicable to Comprehensive Cover only)

D506 Tokio Marine Auto Prime (Non-Tariff)

Benefit 1 – Key Care

If **Your** car keys are loss due to snatch theft or house break in, **We** will reimburse the cost of replacing the:-

(a) affected keys/locks,
(b) lock transmitter and central locking interface,
(c) affected parts of the alarm and/or immobiliser,

The maximum amount paid under this benefit does not exceeding RM1,000 per policy period and limited to 1 set of car keys for the named vehicle described in the Schedule.

Your no claim discount would not be forfeited when **You** make claim under this benefit.

Benefit 2 – Special Relief Allowance
We will pay **You** RM1,000 for the loss of use in the event of total loss or theft to the named vehicle described in the Schedule.

This cover shall be automatically terminated once **You** submit a claim under this benefit or total loss or theft claim of **Your** named vehicle whichever is applicable.

Benefit 3 – Flood Inconvenience Allowance
We will pay **You** RM2,000 for clean-up and repair in the event **Your** named vehicle described in the Schedule is damaged by **Flood** during the Period of Insurance.

Your no claim discount would not be forfeited when **You** make claim under this benefit.

Flood – means
A body of water, rising, swelling and overflowing land not usually thus covered. Also, overflowing of the bank of a stream, lake or drainage system of water onto adjacent land as a result of storm, tidal action and channel obstruction.
The exclusions and conditions of this section shall be read together with Private Car Plus policy as one contract.

**Section L: GapZero – With Theft (Non-Tariff)*
(applicable only if the Endorsement number is printed in the Schedule)

(Applicable to Comprehensive Cover only)

D508 GapZero - With Theft (Non-Tariff)
It is hereby understood and agreed that in the event of Your Car being a **Total Loss** this endorsement is designed to provide cover for the financial shortfall between the amount received under Section A of the Policy and the **Original Purchase Price** of Your Car. The amount payable under this endorsement shall not exceed the maximum limit of RM350,000 during the currency of this insurance.

Provided always that Your Car is:
(a) Insured on Agreed Value under a Comprehensive Private Car Policy with Us; and
(b) Under 5 years old from the date of registration; and
(c) Not a second hand car, grey import or parallel import car or a reconditioned car.

This endorsement shall indemnify if:
(a) Your Car is deemed to be a **Total Loss**; and
(b) You provide purchase invoice or hire purchase agreement as proof of purchase of a brand new car of the same make within 90 days from the date when We declare Your Car a Total Loss

This endorsement shall not indemnify if:
(a) Your Car is stolen by any person having access to the keys of Your Car unless the keys are obtained using forcible and violent means with threat of bodily injury.
(b) The **Total Loss** is not entitled to a claim payment under the Comprehensive Private Car Policy with Us for whatever reasons.
(c) Your Car is outside Malaysia, Singapore and Brunei for 60 days and more consecutively at the time of an incident which renders Your Car a **Total Loss**.

Special Conditions:
(a) This endorsement is not transferable to any other person or vehicle.
(b) You are not allowed to cancel this endorsement unless the Comprehensive Private Car Policy is also cancelled at the same time.
(c) This endorsement should be read together with Our Comprehensive Private Car Policy.

Definitions

Total Loss means loss of Your Car either by theft or robbery and is not recovered, or accidental damage from the operation of a peril insured under this Comprehensive Private Car Policy and the costs to repair is uneconomical to render Your Car a "Beyond Economic Repair".
Your car under 1 year old from the date of registration shall be considered as "Beyond Economic Repair" if estimated repair cost as determined by Us supported by internal and/or external adjuster exceeds 65% of **Original Purchase Price**.

Original Purchase Price means the purchase price You paid for Your Car from a registered motor trader as indicated on the purchase invoice or first year Motor Insurance Sum Insured whichever is the lower. The purchase invoice refers to selling price including Sales Tax and optional accessories but excluding any discount given, Registration/Transfer /Endorsement Fee, Road Tax, Motor Insurance and Number Plate fee.

Section M: Private Hire Car Endorsement (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule

(Applicable to Comprehensive Cover only)

D505 Private Hire Car Endorsement (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the policy terms have been amended as stated below.

'**Limitation as to Use**' as defined under the **CI** and explained under **Section F: Definitions of words highlighted in the Policy** is amended to include use of the **Car** for the carriage of passengers for hire and reward under an **e-hailing service** license for the period the **Car** is driven by that **Authorised Private Hire Driver** who is assigned to this vehicle, in the following manner:-

TIME OF COVER :

Effective date of Private Hire Cover Endorsement : *dd-mm-yyyy*
Expiry date of Private Hire Cover Endorsement : *dd-mm-yyyy*

CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES :

Cover under this **Policy** is extended by this endorsement on condition that the **Car** is fully licensed by **APAD and/or CVLB** in accordance with their licensing provision for e-hailing services for private cars (i.e. 'private hire'), and where all regulatory or administrative provisions for use for 'private hire' are fully complied with.

Any restrictions to cover with regards to 'private hire' as mentioned in this **Policy** is therefore cancelled when this endorsement is in force.

This cover is confined only to the geographical boundary of Malaysia, as well as any geographical limits of operation that are or may be imposed by any administrative or licensing Authority.

I) EVENTS WE COVER UNDER THIS ENDORSEMENT :

Every coverage already taken under this **Policy** will apply during the time the **Car** is **On Call** while providing a legitimate **e-hailing service**. In addition the insurance covers required by **APAD** and/or **CVLB** are specially provided by this endorsement for the duration that the **Car** is **On Call**. The extent of these coverages are fully explained under Section III 'Additional Extended Cover' below :-

(i) Loss or Damage to Your Own Car (as expressed under Section A of the **Policy**)
(ii) Liability to Third Parties (as expressed under Section B of the **Policy**)
(iii) Legal Liability to **Fare Paying Passengers**
(iv) Personal Accident cover of RM10,000 due to accidental injury or death of the **Authorised e-Hailing Driver** in the course of driving the **Car**
(v) Legal Liability of **Fare Paying Passengers for Negligent Acts**

II) ADDITIONAL DEFINITION OF TERMS :

Authorised e-hailing Driver – Any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an e-hailing service provider for the purpose of performing **e-hailing services** using this **Car** and with the Policyholder's permission to do so.

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

E-hailing app – refers to the electronic mobile application provided by an intermediation business

E-hailing services – the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an e-hailing app. The description '"e-hailing services" and "private hire" are synonymous and applies in context.

Fare-paying passenger(s) – Passenger(s) who pay a fare to be transported in the **Car** pursuant to an e-hailing service call together wth every person who accompanies them in the same ride.

On Call - The period between the point the **authorised e-hailing driver** logs on to the **e-hailing app,** until:-
(i) the last **fare-paying passenger** of the last trip has fully disembarked or alighted from the e-hailing car, or
(ii) when the last trip on the **e-hailing app** has ended or has been cancelled through the **e-hailing app,** or

(iii) when the e-hailing driver logs off the **e-hailing app** (i.e. the **authorised e-hailing driver** is no longer available for **private hire** or to accept any trips for e-hailing, whichever occurs later.

Private Hire – the licence granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **e-hailing service**.

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

III) ADDITIONAL EXTENDED COVER :

(i) Loss of Damage to Your Own Car

Coverage for Loss or Damage to Own Car will follow the terms and conditions provided under Section (A) Loss or Damage to your Own Car, under the main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

(ii) 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 main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

(iii) Legal Liability to Fare-Paying Passengers

We shall pay towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** except for:

a. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised e-Hailing Driver** and / or any member of **Your** or **Your Authorised e-Hailing Driver's Household** unless these are being carried for hire or reward during the e-hailing service;

b. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and

c. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and

d. all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by You or Your **Authorised e-Hailing Driver**; and

e. all liability caused by or contributed to by the e-hailing service provider and/or failure of the **e-hailing app**; and

f. consequential loss of any kind arising from any of the above.

iv) Personal Accident Cover for Authorised e-Hailing Driver

It is hereby understood and agreed that the Company will pay the following compensation for bodily injury sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that (1) the bodily injury is solely and independently caused by violent accidental external and visible means (excluding consequential medical or surgical treatment due to such injury), and (2) where the bodily injury results in the following Payable Injury within twelve calendar months of the occurrence of the Incident:-

	PAYABLE INJURY	**Scale of Compensation (RM)**
1	Death	10,000
2	Total and irrecoverable loss of sight in both eyes	10,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	10,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	5,000
5	Total and irrecoverable loss of sight in one eye	5,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	5,000

Provided always that:

a) Compensation shall be payable under one of the Payable Injury only in respect of any one person arising out of any one occurrence. The total liability of the Company shall not in the aggregate exceed the sum of RM10,000 during any one period of insurance.

b) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

c) No compensation shall be payable if the Authorised e-Hailing Driver is not authorised by the car owner and the e-hailing service provider at the time of the Incident giving rise to the injury.

Subject otherwise to the Terms of this Policy.

(v) Legal Liability of Fare-Paying Passengers for Negligent Acts

We agree that the insurance provided under Section B of this **Policy** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride as a **Fare Paying Passenger** in **Your Car** on condition that the passenger:

a. is not driving **Your Car**;
b. is not entitled to indemnity under any other policy of insurance; and
c. complies with all the terms and conditions of this **Policy** as though he were **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, care 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 passenger travelling in **Your Car** at the same time.

IV) PREMIUM REFUND :

No refund shall be allowed for the cancellation of this endorsement unless the cancellation is effected together with the cancellation of this Policy.

V) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS :

All other terms and conditions provided under this Policy is otherwise unchanged.

Section N: Motor Add-On (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule

(Applicable to Comprehensive Cover only)

D518 Waiver of Compulsory Excess For Unnamed Driver (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to waive the Compulsory Excess of RM400 as stated under Section A 2.g, if **You** or the person driving **Your Car** with **Your** consent is not named in the Schedule as a **Named Driver**.

However, this waiver shall not apply if **You** or the person driving **Your Car** with **Your** consent:-
- Is under 21 years old; and/or
- Holds a Provisional (P) or Learner (L) driver's license.

Subject otherwise to the terms and conditions of this Policy.

D520 Waiver of Betterment Contribution (Non-Tariff)

In consideration of the additional premium that You paid Us for this endorsement, We agree to waive the requirement to contribute a proportion of the cost of new original parts used to repair Your Car that can be deemed as betterment under Section A 2.f. The cost of new original parts used to repair Your Car will be borne by Us.

Subject otherwise to the terms and conditions of this Policy.

Section O: NisCare/RenCare/InfinitiCare (Non-Tariff)
(applicable only if the Endorsement number is printed in the Schedule)

(Applicable to Private Car Comprehensive Cover only)

The benefits listed in this section shall form part of the basic coverage under this **Policy**. However, **Your** NCD entitlement will not be affected if a claim is made under any of the benefits in this section.

Definition of terms highlighted under this Section.

1. "**Accident**" means a sudden unforeseen and fortuitous event.
2. "**Damage**" means harm to property, resulting in **Loss** of value or the impairment of its usefulness.
3. "**House Break-In**" means the act of forcefully entering someone's house in order to commit a crime.
4. "**Key(s)**" means any key or devise made by the manufacturer of **Your Car** to secure, gain access to, and enable **Your Car** to be started and driven.
5. "**Loss**" or "**Lost**" means any unrecoverable and unanticipated and non-recurring removal of, or decrease in **Your** property or belonging sustained by **You** which falls within the coverage provided under this **Policy**.
6. "**Robbery**" means taking or attempting to take something of value illegally by force or threat of force or by intimidating or putting a person in fear with the intent to permanently deprive the person of that property.
7. "**Theft**" is an act where a person dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it.

D512 Flood Relief Allowance (Non-Tariff)
In the event of damage to **Your Car** due to flood, **We** will pay **You** an allowance of RM1,500 subject to the following:

a) Repair work is carried out at **Our** approved **Repairer**
b) A police report on the flood **Incident**, original receipt for the expenses incurred and photographs of **Your Car** before and after the repair work were carried out must be submitted to **Us**.

The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed.

D513 Car Replacement Allowance (Non-Tariff)
We will pay **You** an allowance of RM150 per day up to a maximum of three (3) days for the repair period recommended by **Our Adjuster** in the event own damage claim is made under this **Policy**, subject to the following conditions:

a) **Your Car** undergoes the necessary repair at **Our** approved **Repairer**;
b) **We** will not pay any inconvenience allowance for repair work conducted due to accident, without the recommendation of **Our Adjuster**;
c) **We** will not pay any amount which exceeds the repair period recommended by **Our Adjuster** even if the actual repair work takes a longer period to complete. If the repair work is completed sooner than expected, **We** will only pay **You** the actual number of days required to complete the repair work;
d) The inconvenience allowance will not be paid if **You** are provided with a courtesy vehicle by **Our** approved **Repairer** during the repair period;
e) The inconvenience allowance will not be paid for any repair or replacement of windscreen or window(s) or for a total loss, theft or an own damage knock for knock claim.

Note: Please refer to the four (4) mandatory criteria of a knock for knock claim stated under Section C(3).
The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed.

D514 Window Snatch Theft (Non-Tariff)
We will pay **You** compensation of up to RM500 in the event that the windscreen or window(s) of **Your Car** is/are broken by an unknown person with the intent to steal which results in the loss of possessions placed in **Your Car** subject to the following conditions:

a) The **Incident** occurred whilst **You** or **Your Authorised Driver** were driving **Your Car** on the road;
b) A police report is lodged at the nearest police station where the **Incident** took place within twenty-four (24) hours after the **Incident** occurred; and
c) To **Our** satisfaction, **You** or **Your Authorised Driver** have taken all reasonable steps to limit and prevent further loss and damage.

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

The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed.

D515 Key Care Cover (Non-Tariff)
This **Policy** shall cover the **Loss** or **Damage** of **Your Car Key(s)** due to actual or attempted **Theft, Robbery** or **House Break-In**, subject to a police report being lodged within twenty-four (24) hours of occurrence of the **Incident**, upon receiving the original receipt from **You**, **We** will reimburse the actual expenses incurred to repair or replace the **Key(s)** up to RM1,500 provided the repair work or replacement keys were carried out or were purchased from **Our** approved **Repairer**.

The cover is limited to one (1) set of **Key(s)** claimable up to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed.

We shall have the discretion to determine whether to replace, repair, or pay an amount equal to the loss of up to RM1,500 for one (1) set of **Key(s)** as **We** deem appropriate.

This benefit does not cover:
a) **Loss** or **Damage** caused by **Theft** or attempted **Theft** if the **Key(s)** (or keyless entry system) to **Your Car** is left unsecured or unattended, or is left in or on **Your Car** whilst it is unattended;
b) **Loss** or **Damage** due to mysterious disappearance or unexplained losses where it cannot be proved that **Theft, Robbery** or **House Break-in** occurred; or
c) Any claim for additional or duplicate keys.

D516 Additional Cash Payout (Non-Tariff)
We will pay **You** an amount equivalent to twenty per cent (20%) of the Sum Insured subject to the maximum amount of RM3,000 in the event of a total loss or theft claim to **Your Vehicle** subject to the following condition:

a) The motor claim(s) made under Section 1 of this **Policy** for total loss or theft has been fully paid by **Us**.

D517 All Driver (Non-Tariff)
We agree to waive the compulsory **Excess** of RM400 as required under Section A2g of this **Policy** if at the time of the **Incident**, **You** or the person driving **Your Car** with **Your** consent is not named in the **Schedule** as **Named Driver**.
This benefit shall however not be applicable if the person driving **Your Car:**

a) is under twenty-one (21) years old; or
b) holds a provisional (P) or learner (L) driver's license.

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.

Section P: Grab Driver Daily Insurance (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule

This section is applicable only when attached to a valid Private Car Comprehensive Cover policy issued by Tokio Marine Insurans (Malaysia) Berhad.

D521 Grab Driver Daily Insurance (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the policy terms have been amended as stated below.

'**Limitation as to Use**' as defined under the **CI** and explained under **Section F: Definitions of words highlighted in the Policy** is amended to include use of the **Car** for the carriage of passengers for hire and reward under an **e-hailing service** license for the period the **Car** is driven by that **Authorised Private Hire Driver** who is assigned to this vehicle, in the following manner:-

TIME OF COVER :

The time of cover of this Grab Driver Daily Insurance shall be for 24 hours as displayed on the **e-hailing app** authorized by **Us**, commencing from the time when **You** purchase the cover via this **e-hailing app**.

CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES :

Cover under this **Policy** is extended by this endorsement on condition that the **Car** is fully licensed by **APAD and/or CVLB** in accordance with their licensing provision for e-hailing services for private cars (i.e. 'private hire'), and where all regulatory or administrative provisions for use for 'private hire' are fully complied with.

Any restrictions to cover with regards to 'private hire' as mentioned in this **Policy** is therefore cancelled when this endorsement is in force.

This cover is confined only to the geographical boundary of Malaysia, as well as any geographical limits of operation that are or may be imposed by any administrative or licensing Authority.

I) EVENTS WE COVER UNDER THIS ENDORSEMENT :

Every coverage already taken under this **Policy** will apply during the time the **Car** is **On Call** while providing a legitimate **e-hailing service**. In addition the insurance covers required by **APAD** and/or **CVLB** are specially provided by this endorsement for the duration that the **Car** is **On Call**. The extent of these coverages are fully explained under Section III 'Additional Extended Cover' below :-

(i) Loss or Damage to Your Own Car (as expressed under Section A of the **Policy**)
(ii) Liability to Third Parties (as expressed under Section B of the **Policy**)
(iii) Legal Liability to **Fare Paying Passengers**
(iv) Personal Accident cover of RM10,000 due to accidental injury or death of the **Authorised e-Hailing Driver** in the course of driving the **Car**
(v) Legal Liability of **Fare Paying Passengers for Negligent Acts**

II) ADDITIONAL DEFINITION OF TERMS :

Authorised e-hailing Driver – Any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by Grab for the purpose of performing **e-hailing services** using this **Car** and with the Policyholder's permission to do so.

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

E-hailing app – refers to the electronic mobile application provided by Grab

E-hailing services – the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through the **"E-hailing app"**. The description **'"E-hailing services"** and "private hire" are synonymous and applies in context.

Fare-paying passenger(s) – Passenger(s) who pay a fare to be transported in the **Car** pursuant to an e-hailing service call together wth every person who accompanies them in the same ride.

On Call - the period between the point the **authorised e-hailing driver** logs on to the **e-hailing app** and make himself actively for **Private Hire**, until:-

(i) the last **fare-paying passenger** of the last trip has fully disembarked or alighted from the e-hailing car, or
(ii) when the last trip on the **e-hailing app** has ended or has been cancelled through the **e-hailing app,** or
(iii) when the e-hailing driver logs off the **e-hailing app** (i.e. the **authorised e-hailing driver** is no longer available for **private hire** or to accept any trips for e-hailing, whichever occurs later.

Private Hire – the licence granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **e-hailing service**.

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

III) ADDITIONAL EXTENDED COVER :

(i) Loss of Damage to Your Own Car
Coverage for Loss or Damage to Own Car will follow the terms and conditions provided under Section (A) Loss or Damage to your Own Car, under the main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

(ii) 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 main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

(iii) Legal Liability to Fare-Paying Passengers

We shall pay towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** except for:

a. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised e-Hailing Driver** and / or any member of **Your** or **Your Authorised e-Hailing Driver's Household** unless these are being carried for hire or reward during the e-hailing service;

b. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and

c. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and

d. all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by You or Your **Authorised e-Hailing Driver**; and

e. all liability caused by or contributed to by the e-hailing service provider and/or failure of the **e-hailing app**; and

f. consequential loss of any kind arising from any of the above.

iv) Personal Accident Cover for Authorised e-Hailing Driver

It is hereby understood and agreed that the Company will pay the following compensation for bodily injury sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that (1) the bodily injury is solely and independently caused by violent accidental external and visible means (excluding consequential medical or surgical treatment due to such injury), and (2) where the bodily injury results in the following Payable Injury within twelve calendar months of the occurrence of the Incident:-

	PAYABLE INJURY	**Scale of Compensation (RM)**
1	Death	10,000
2	Total and irrecoverable loss of sight in both eyes	10,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	10,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	5,000
5	Total and irrecoverable loss of sight in one eye	5,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	5,000

Provided always that:

a) Compensation shall be payable under one of the Payable Injury only in respect of any one person arising out of any one occurrence. The total liability of the Company shall not in the aggregate exceed the sum of RM10,000 during any one period of insurance.

b) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

c) No compensation shall be payable if the Authorised e-Hailing Driver is not authorised by the car owner and the e-hailing service provider at the time of the Incident giving rise to the injury.

Subject otherwise to the Terms of this Policy.

(v) Legal Liability of Fare-Paying Passengers for Negligent Acts

We agree that the insurance provided under Section B of this **Policy** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride as a **Fare Paying Passenger** in **Your Car** on condition that the passenger:

a. is not driving **Your Car**;
b. is not entitled to indemnity under any other policy of insurance; and
c. complies with all the terms and conditions of this **Policy** as though he were **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, care 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 passenger travelling in **Your Car** at the same time.

IV) PREMIUM REFUND :

No refund shall be allowed. Mid-term cancellation (i.e. any time between the 24-hour coverage periods) of this endorsement is not allowed.

V) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS :

All other terms and conditions provided under this Policy is otherwise unchanged.

Section Q: Honda Insurance Plus (Non-Tariff)
(applicable only if the Endorsement number is printed in the Schedule)

(Applicable to Private Car Comprehensive Cover only)

D522 Flood Allowance at RM1,500.00 (Non-Tariff)
It is hereby declared and agreed that:

a) In the event of damage to **Your Car**, due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides, **We** will pay **You** an allowance of RM1,500 as specified under the **Schedule** during the **Period of Insurance**. The **Car** should be directed or towed to any authorized Honda workshop or the respective workshop appointed by the general insurer or takaful operator for claim assessment.
b) 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**.
c) **You** should notify the claim to **Us** once the **Car** has been sent to the workshop.
d) If any claim is paid under this **Endorsement**, no reinstatement of coverage is allowed for the **Car** upon settlement of claim. 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**.

D523 Waiver of Compulsory Excess For Unnamed Driver – Private Car and Private Use (Non-Tariff)
It is hereby declared and agreed that the Compulsory **Excess** of RM 400 as stated under Section A, 2g, of this **Policy** will be waived if **You** or the person driving **Your Car** with **Your** consent is not named in the **Schedule** as a **Named Driver**.

However, this waiver shall not apply if **You** or the person driving **Your Car** with **Your** consent:-
- Is under 21 years old; and/or
- Holds a Provisional (P) or Learner (L) driver's license.

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

D524 Personal Accident Coverage – Private Car and Private Use (Non-Tariff)
Applicable to Private **Car** – Motor Comprehensive Coverage only. (Not applicable for Third Party and Act coverage)
Motor Insurance with Personal Accident Coverage (Death or Permanent Disablement only)

It is hereby declared and agreed that if **You** sustain any bodily injury or death that is caused solely and directly by violent accidental external and visible means whilst driving or riding as passenger(s), boarding or alighting from **Your Car**, payment of benefits will be paid as follows:

a) In respect of any accidental death benefits payable under the Table of Benefits as stated below in relation to the coverage to **You**, 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 Table of Benefits as stated below in relation to the coverage to **You**, it shall be paid to **You**. However in the event before payment of benefits can be paid to **You**, **You** passed away, so under this circumstance, **We** will pay the payment of benefits to **Your** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Policy**.

TABLE OF BENEFITS **(Applicable to Private Car – Private Use only)**	**SUM INSURED (RM)**
1. Accidental Death	RM15,000.00
2. Permanent Disablement	
• Loss of **both** hands **or** both feet **or** sight of both eyes	RM15,000.00
• Loss of one hand **and** one foot	RM15,000.00
• Loss of **either** hand **or** foot **and** sight of one eye	RM15,000.00
• Total paralysis (from the neck down)	RM15,000.00
• Permanent quadriplegia (loss or permanent total loss of use of four limbs)	RM15,000.00
• Loss of one hand **or** one foot	RM 7,500.00
• Loss of four fingers **and** thumb in one hand	RM 7,500.00
• Loss of hearing of **both** ears	RM 7,500.00
• Loss of speech	RM 7,500.00
• Loss of sight of one eye	RM 7,500.00
• Loss of all toes in one foot	RM 7,500.00

'Loss' with reference to hand or foot means complete through or above the wrist or ankle joint, within 180 days after the date of accident and with reference to eyes means the entire and irrecoverable loss of sight.

Eligibility
- **You** should be 17 years old and above, under the regulations of the Malaysia Road Transport Department.
- Applicable to Private **Car** & Private Use Only.

Exclusions
This Benefit does not apply:
a) to loss caused directly or indirectly, wholly or partly, by

i. bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
ii. any other kind of disease.
iii. medical or surgical treatment (except such as may be necessary solely by injuries covered by this **Policy** and performed within the time provided in the **Policy**).

b) to any bodily injury which shall result in hernia.
c) to suicide or any other attempt thereat (sane or insane).
d) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any **Endorsement** which does not specifically refer to it, in whole or in part. **You** shall, if so require, and as a condition precedent to any liability of **Us**, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.
e) to loss occasioned while the **Car** is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade.
f) to the driver if such driver does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department.
g) while the **Car** is used for illegal business pursuit as an unlicensed common carrier.
h) to child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule.
i) while the driver is under the influence of intoxicating liquor, alcohol or drugs.
j) while committing or attempting to commit any unlawful act.
k) death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune

Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
l) any pre-existing conditions or physical defect or infirmity, fits of any kind.
m) loss, damage or liability to **Your Car** or caused by **Your Car** during the breakdown assistance and towing service.
n) while **You** are participating in a brawl or strike, riot, civil commotion or demonstration.

Conditions
If any claim is paid under this **Endorsement**, no reinstatement of coverage is allowed.
Subject otherwise to the terms and conditions of this **Policy**.

D525 Key Care (Non-Tariff)
In the event if the car key(s) to **Your Car** is/are lost, stolen or damaged due to theft or attempted **theft, robbery or house break-in**, **We** will reimburse **You** the actual expenses incurred in replacing one (1) set of the said car key(s) up to the amount specified in the **Schedule** for ONE (1) claim only during the **Period of Insurance** subject to a police report being lodged within twenty four (24) hours of occurrence of the incident, a copy of the police report, the original repair invoice(s) / receipt(s) for the expense(s) incurred and any other additional document(s) as **We** may require are submitted to **Us**.
For the claim that **We** agree to reimburse under this endorsement only, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.
This cover shall cease to be in force on the date **Your** claim is settled under this endorsement.

We do not cover:
(a) loss or damage caused by theft or attempted theft if the key(s) (or keyless entry system) to **Your Car** is/are left unsecured or unattended, or is/are left in or on **Your Car** whilst it is unattended; and
(b) any claim for additional or duplicate key(s).

For purposes of this endorsement:
- Theft, robbery or house break-in shall be deemed to have occurred in the following situations:
(a) where theft or house break-in is committed by way of actual forcible and violent entry; or
(b) armed robbery or robbery with violence.

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

D526 Special Relief Allowance (Non-Tariff)
We will pay **You RM1,500** for the loss of use in the event of total loss or theft to the named vehicle described in the Schedule. This cover shall be automatically terminated once **You** submit a claim under this benefit or total loss or theft claim of **Your** named vehicle whichever is applicable.

D559 Unlimited Towing (Non-Tariff)
We will provide you with towing services under our HiP roadside assistance to the nearest Franchise or Approved Repairer in case your car is immobilized as a result of accident, breakdown or due to flood incident and not possible to be repaired on the site.

We will provide the towing service for the **first two (2) events with unlimited mileage** during the period of insurance at no cost to you. All toll charges incurred will be borne by you.

For each **subsequent event(s)**, we will only provide towing services up to **450km due to breakdown or flood for each round trip and up to RM200 due to accident.**

**Section R: Tokio Marine Prestige (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule*

(Applicable to Comprehensive Cover only)

D528 Tokio Marine Prestige (Non-Tariff)

A) Waiver of Compulsory Excess For Unnamed Driver (Non-Tariff)
In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to waive the Compulsory Excess of RM400 as stated under Section A 2.g, if **You** or the person driving **Your Car** with **Your** consent is not named in the Schedule as a **Named Driver**.

However, this waiver shall not apply if **You** or the person driving **Your Car** with **Your** consent:-
- Is under 21 years old; and/or
- Holds a Provisional (P) or Learner (L) driver's license.

Subject otherwise to the terms and conditions of this Policy.

B) Unlimited Towing Costs (Non-Tariff)
In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to extend our **Auto Partner** roadside assistance for unlimited towing distance during the policy period within Malaysia provided **Your** vehicle is immobilized due to a Breakdown or Accident.

Other existing **Auto Partner**'s terms and conditions shall remain unchanged.

Auto Partner – refers to
Emergency roadside assistance service for comprehensive Private Car motor insurance policyholder. Please refer to tokiomarine.com for Auto Partner's terms & conditions.

Your No Claim Discount Entitlement would not be forfeited when **You** make claim under this benefit.

C) Accidental Death / Permanent Disablement (Non-Tariff)
If during the **Period of Insurance You, Your** authorized driver and/or **You**r passenger(s) suffer bodily injury as defined under benefits (1) and (2) of the Table of Benefits resulting solely and directly from an accident caused by violent, external and visible means whilst driving, riding as a passenger or whilst mounting into or dismounting from the named vehicle described in the Schedule, then **We** shall pay to **You, Your** authorized driver and/or **You**r passenger(s) or to **Your**, **Your** authorized driver or **You**r passenger(s) legal personal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one **You**, **Your** authorized driver and/or **You**r passenger(s) in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% **Permanent Disablement** Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, **Permanent Disablement** or loss takes place within twelve (12) calendar months from the date of the accident.
4. The aggregate of all amounts payable in respect of any one accident under Benefits (1) and (2) shall not exceed 100% of the Death Benefit for any one of **You**, **Your** authorized driver and/or **Your** passenger(s).
5. In the event that the actual number of persons traveling in the vehicle exceeds the number stated in the Schedule, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.
6. If **You** are a company firm or partnership the cover will be restricted to persons traveling in named vehicle described in the Schedule.
7. Our total maximum limit in respect of anyone accident shall not exceed RM100,000 per vehicle. Otherwise, the amount payable in respect of Death or **Permanent Disablement** of each of **You, Your** authorized driver and **You**r passenger(s) shall be reduced proportionately to the actual number of persons.
8. The age limit for **You, Your** authorized driver and/or **You**r passenger(s) is up to 75 years old.

Your no claim discount would not be forfeited when **You** make claim under this benefit.

TABLE OF BENEFITS

Benefits			Sum Insured (Per Person)
1.	Death		20,000
2.	**Permanent Disablement** specified below:-		
	a.	**Loss** of both hands or both feet	20,000
	b.	**Loss** of sight of both eyes	20,000
	c.	**Loss** of one eye and one hand or one foot	20,000
	d.	**Loss** of one hand or one foot	10,000
	e.	**Loss** of sight of one eye or hearing of one ear	10,000
	f.	**Loss** of hearing of both ears	10,000

Permanent Disablement – refers to
Disablement arising solely and directly from the accidental injury which is irrecoverable in all probability.

Loss – refers to
a) In connection with hand or foot means physical severance at or above the wrist or foot or above ankle;
b) The total loss of the use of the hand or foot;
c) In connection with the eye, means irrecoverable loss of all sight in the eye;
d) In connection with hearing, means entire and irrecoverable loss of hearing;
And in each case is caused by accidental injury.

We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following:-

a. loss caused directly or indirectly, wholly or partly
   i) by bacterial infections (except pyogenic shall occur through an accidental cut or wound);

ii) by any form of illness diseases infection or parasites fits hernia including malaria, dengue fever and acquired immune deficiency syndrome;
iii) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this policy and performed within the time provided in the policy);
iv) by child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule;

b. HIV (Human Immunodeficiency Virus) and/or HIV related illnesses and/or any mutant derivatives or variations thereof;

c. Suicide or any attempt thereat (sane or insane);

d. Loss if the vehicle is used for hire or reward, road rally pace making, speed-testing or use for any purpose in connection with the motor trade;

e.(i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or
(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or
(iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
(iv) any nuclear material, nuclear installation or any other nuclear energy

D) Window Snatch Theft (Non-Tariff)
We will pay **You** compensation of up to RM2,000 in the event that the windscreen or window(s) of **Your Car** is/are broken by an unknown person with the intent to steal which results in the **Loss** of **Personal effects** placed in **Your Car** subject to the following conditions:

a) The **Incident** occurred whilst **You** or **Your Authorised Driver** were driving **Your Car** on the road;
b) A police report is lodged at the nearest police station where the **Incident** took place within twenty-four (24) hours after the **Incident** occurred; and
c) To **Our** satisfaction, **You** or **Your Authorised Driver** have taken all reasonable steps to limit and prevent further **Loss** and **Damage**.

Personal effects – means
Smart Tag, Touch n Go card, national registration identity card ("NRIC"), driver's licence, credit cards or charge cards, access cards, eye glasses, personal electronic devices (such as mobile phone, power bank, tablet, laptop, camera), wallet, handbag, purse, keys (except keys to **Your Car)** and shoes.

For avoidance of doubt, **We** will not pay compensation for **loss** or **losses** due to any wilful act or negligence. The cover is limited to one (1) occurrence in each **Period of Insurance. We** will not be deducting any **Excess** and **You** will not lose **Your** NCD entitlement and reinstatement of this cover is not allowed.

E) Flood Relief Allowance (Non-Tariff)
In the event of damage to **Your Car** due to flood, **We** will pay **You** an allowance of RM2,000 subject to the following:

a) Repair work is carried out at **Our** approved **Repairer**
b) A police report on the flood **Incident**, original receipt for the expenses incurred and photographs of **Your Car** before and after the repair work were carried out must be submitted to **Us**.

The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed.

F) Key Care Cover (Non-Tariff)
If **Your** car keys are loss due to snatch theft or house break in, **We** will reimburse the cost of replacing the:-

(a) affected keys/locks,
(b) lock transmitter and central locking interface,
(c) affected parts of the alarm and/or immobiliser,

The maximum amount paid under this benefit does not exceeding RM2,000 per policy period and limited to 1 set of car keys for the named vehicle described in the Schedule.

Your no claim discount would not be forfeited when **You** make claim under this benefit.

G) Car Replacement Allowance (Non-Tariff)
We will pay **You** an allowance of RM100 per day up to a maximum of seven (7) days for the repair period recommended by **Our Adjuster** in the event own damage claim is made under this **Policy**, subject to the following conditions:

a) **Your Car** undergoes the necessary repair at **Our** approved **Repairer**;
b) **We** will not pay any inconvenience allowance for repair work conducted due to accident, without the recommendation of **Our Adjuster**;
c) **We** will not pay any amount which exceeds the repair period recommended by **Our Adjuster** even if the actual repair work takes a longer period to complete. If the repair work is completed sooner than expected, **We** will only pay **You** the actual number of days required to complete the repair work;
d) The inconvenience allowance will not be paid if **You** are provided with a courtesy vehicle by **Our** approved **Repairer** during the repair period;
e) The inconvenience allowance will not be paid for any repair or replacement of windscreen or window(s) or for a total loss, theft or an own damage knock for knock claim.

Note: Please refer to the four (4) mandatory criteria of a knock for knock claim stated under Section C(3).

The cover is limited to one (1) occurrence in each **Period of Insurance** and reinstatement of this cover is not allowed.

Section S: Unlimited Towing (Non-Tariff) - applicable only if the Endorsement number is printed in the Schedule

(Applicable to Comprehensive Cover only)

D527 Unlimited Towing (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to extend our **Auto Partner** roadside assistance for unlimited towing distance during the policy period within Malaysia provided **Your** vehicle is immobilized due to a Breakdown or Accident.

Other existing **Auto Partner**'s terms and conditions shall remain unchanged.

Auto Partner – refers to
Emergency roadside assistance service for comprehensive Private Car motor insurance policyholder. Please refer to tokiomarine.com for Auto Partner's terms & conditions.

Your No Claim Discount Entitlement would not be forfeited when **You** make claim under this benefit.

SERVICE TAX CLAUSE
In compliance with the implementation of Service Tax on 1 September 2018 ("Effective Date"), it is hereby declared that Tokio Marine Insurans (Malaysia) Berhad ("TMIM") is required to charge the Insured and the Insured is liable to pay TMIM the Service Tax due on policies commencing on and after the Effective Date and the pro-rated premium for the period of the Policy that spans over the Effective Date. The obligation of the Insured to pay Service Tax shall form part of the terms and conditions of the Policy.

SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)
The insurer shall be deemed not to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction on matched individuals and entities listed under the United Nations Sanction List as well as section 66B (1) applicable to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds From Illegal Activities 2001 or any trade or economic sanctions subjected under the administration of Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

NOTICE TO ALL POLICYHOLDER

The following bodies are authorised to oversee public enquiries and complaints on insurance related matters. You can contact them for assistance at :

I. Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Company No: 200401025885
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

Tel : 1-300-88-5465 (LINK)

Website: bnm.gov.my/BNMLINK

IMPORTANT NOTICE

"The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tokio Marine Insurans (Malaysia) Berhad or PIDM (visit www.pidm.gov.my)."