Private Car Policy

TYPES OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY:-
COMPREHENSIVE - Section A & B of this Policy apply
THIRD PARTY ONLY - Only Section B applies

It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance.

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

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

Our Agreement

In consideration of **You** having applied to **Us** to insure **Your Vehicle** by a proposal and declaration which shall be the basis of this contract and having paid to **Us** the premium stated in the Policy Schedule in accordance with the laws of Malaysia, **We** will insure **You** against loss, damage or liability as described in this Policy occurring during the Period of Insurance subject to the terms, conditions, endorsements , clauses or warranties forming part of this policy.

Section A - Loss Or Damage To Your Vehicle

1. **We will cover You if Your Vehicle is damaged or lost in the following circumstances:-**
   (a) by accidental collision or overturning,
   (b) by collision or overturning caused by mechanical breakdown,
   (c) by collision or overturning caused by wear and tear,
   (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
   (e) by fire explosion or lightning,
   (f) by burglary, housebreaking or theft,
   (g) by malicious act,
   (h) when in transit (including its loading and unloading) by:
      (i) road rail inland waterway
      (ii) direct sea route across the straits between the island of Penang and the mainland.

2. **Basis of Settlement**
   (a) **We** will at Our option
      (i) pay the cost of repairs to **Your Vehicle**, or
      (ii) pay in cash the amount of the loss or damage to **Your Vehicle**, or
      (iii) reinstate or replace **Your Vehicle**.
   (b) The maximum amount **We** will pay is the market value of **Your Vehicle** at the time of the loss or the sum insured in the Policy whichever is the lower figure.
   (c) If **Your Vehicle** shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, **You** shall be considered as being **Your** own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more.
   (d) The market value of **Your Vehicle** would be determined in the event of a dispute by the Head Office of the Franchise-holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of **Your Vehicle** at the time of loss.
   (e) In the event no Franchise-holder is available for the make of **Your Vehicle**, the market value of the vehicle would be determined by a Loss Adjuster licensed under the Insurance Act, 1996 and its subsequent legislation agreed to by both **You** and **Us**.
   (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster licensed under the Insurance Act, 1996 and its subsequent legislation will be conclusive evidence in respect of the market value of **Your Vehicle** in any legal proceedings against **Us.**
   (g) The maximum amount **We** will pay for the cost of repairs to **Your Vehicle** shall be the expenses necessarily incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, **You** will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:-

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

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

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

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

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

4. **Exceptions to Section A**
We will NOT pay for
(a) consequential losses of any nature.
(b) the loss of use of **Your Vehicle**.
(c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to **Your Vehicle** except breakage of windscreen, windows or sunroof including lamination/tinting film, if any
(d) damage to **Your Vehicle's** tyres unless **Your Motor Vehicle** is damaged at the same time.
(e) any loss or damage caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code.
(f) the Excess stated in the Schedule.
(g) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

Section B - Liability To Third Parties

1. **We will pay the amount which You or Your authorised driver are legally liable to pay (including claimants' costs and expenses) for :-**
(a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
(b) damage to property as a result of an accident arising out of the use of **Your Vehicle** provided **Your** authorised driver also complies with all the terms and conditions of the policy that **You** are subject to.

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

3. **Cover for Legal Representatives**
Following the death of any person covered under this Policy **We** will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all terms and conditions of the policy.

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

5. **Exceptions to Section B**
We will NOT pay 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** and/or **Your** authorised driver and/or any member of **Your** and/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 Vehicle** unless he/she is required to be carried in or on **Your Vehicle** by reason of or in pursuance of his/her contract of employment with **You** and/or **Your** authorised driver and/or his/her employer.
(e) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
(f) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

No Claim Discount

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

Period of Insurance	**Discount**
After the first year of insurance	25%
After the second year of insurance	30%
After the third year of insurance	38 1/3%
After the fourth year of insurance	45%
After five or more years of insurance	55%

If **We** agree to a transfer of interest in this Policy the period during which the interest was in **Your** name, shall not accrue to the benefit of the new owner.
If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

Avoidance Of Certain Terms And Rights Of Recovery

1. **Your** rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
2. However, in the event that **We** are liable to pay any monies as a result of the said Legislation or Agreement which **We** would not otherwise have been liable to pay, **You** shall repay to Us such monies paid by **Us**.

General Exceptions - These Apply To The Whole Policy

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

1. If **You** or any person with **Your** consent are not licensed to drive the vehicle except if **You** or any person with **Your** consent has held and is not disqualified from holding or obtaining such a licence to drive **Your Vehicle** under any required laws, by-laws and regulations.
2. If **You** or **Your** authorised driver drives **Your Vehicle** whilst under the influence of drink or drug to such an extent as to be incapable of having control of **Your Vehicle**.

3. (a) Any loss, damage or liability caused by **Your Vehicle** being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by **You** or by some other person with **Your** consent.
   (b) Any accident loss damage or liability caused, sustained or incurred whilst **Your Vehicle**, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on **Your** order or with **Your** permission.

4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If **Your Vehicle** is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, **Your Vehicle** is left unattended without proper precautions being taken to prevent further loss or damage and if **Your Vehicle** is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to **Your Vehicle** shall be excluded from the cover granted by this Policy.
8. For any accident loss, damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam. For liability in Malaysia, the limitation of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which **We** would not have been liable in the absence of such agreement.
10. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
    (b) Any liability of whatsoever nature
    directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

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

Conditions - These Apply To The Whole Policy

1. DUTY OF DISCLOSURE

If **You** fail to disclose to Us fully and faithfully, all the facts which **You** know or ought to know, or if **You** misrepresented any facts to **Us** before the Policy was entered into, **We** may avoid this Policy.
You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

2. ACCIDENTS AND CLAIMS PROCEDURES

(a) **We** must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-
   i) Within seven (7) days if **you** are not physically disabled or hospitalised following the event.
   ii) Within thirty (30) days or as soon as practicable if **you** are physically disabled and hospitalised as a result of the event.
   iii) Other than i) and ii), a longer notification period may be allowed subject to specific proof by **You**.

(b) In the event that **Your** V**ehicle** is collided into by a Third Party vehicle, **You** may refer the claim for cost of repairs to **Us**. **Your** NCD entitlement will continue unaffected if **We** decide that **You** are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.

(c) All accidents must be reported to the Police as required by Law.

(d) Every communication, writ, summons and/or process from other parties must be sent to **Us** immediately. **You** must also tell **Us** if **You** know of any impending prosecution inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, **You** must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.

(e) No negotiation, admission or repudiation of any claim may be entered into without **Our** prior written consent.

(f) **We** shall have full discretion in the conduct, defence and/or settlement of any claim.

(g) No repairs may be authorised to **Your Vehicle** without **Our** prior written consent.
(h) In the event **Your Vehicle** is involved in an accident and gives rise to a claim, **Your Vehicle** must be removed to a PIAM Approved Repairer for repairs. Failure to remove **Your Vehicle** to a PIAM Approved Repairer would be a breach of this condition and **We** shall have the right to decline liability under Section A of the Policy.
(i) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, **We** may pay to **You** the full amount of **Our** liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and **We** shall not be responsible for any damage alleged to have been caused to **You** in consequence of any alleged action or omission by **Us** in connection with such defence settlement or proceeding or by **Us** relinquishing such conduct nor shall **We** be liable for any cost or expenses how whatsoever incurred by **You** or any claimant or any person after **We** have relinquished such conduct.

3. CANCELLATION

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

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

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

4. OTHER INSURANCE

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

5. SUBROGATION

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

6. ARBITRATION CLAUSE

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

7. OTHER MATTERS

This Policy will only be operative if:-

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

Definition Of Words Highlighted In The Policy

1. **We/Us/Our** refer to the Insurance Company.
2. **You/Your/Yourself** refer to the Policyholder and/or Insured.
3. **Your Vehicle** refers to the vehicle, and its accessories, including those described in the Policy Schedule.
4. **Accessories** refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. **Repairer** refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. **Your** household refers to all members of **Your** immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. **Cheating** as defined in the Penal Code is as follows:-
   Whoever, by deceiving any person, whether or not such deception was the sole or main inducement:
   (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property; or
   (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation or property; is said to "cheat".
8. **Criminal breach of trust** as defined in the Penal Code is as follows:-
   Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

9. **Acts of terrorism**
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

Geographical Area :
Malaysia, Republic of Singapore and Negara Brunei Darussalam.
Legislation :
Road Transport Act, 1987 (Malaysia) Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore Motor Vehicles (Third Party Risks and Compensation) Rules 1960 (Republic of Singapore) Motor Vehicles Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam (the reference to legislation under the heading "Avoidance of Certain Terms and Rights of Recovery") is limited to Section 94, 95 and 96 of the Road Transport Act 1987 (Malaysia) Section 7, 8 and 9 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore and Section 7 of the Motor Vehicles Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam.
Authorised Driver:
As described in the Certificate of Insurance
Limitations as to Use:
As described in the Certificate of Insurance

Notice
For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, It is hereby agreed that the English version of the Contract shall prevail.

Endorsements

These Endorsements are not applicable unless they are specified in the Schedule or attached thereto.

ENDORSEMENT 1 EXCESS ALL CLAIMS

You are responsible for the first RM (as per Policy Schedule) of each and every claim payable (including costs and expenses and expenditure incurred by **Us** in the conduct, defence and settlement of any claim) under *Section A / **Section A 1(e) & (f) of this Policy in addition to any other excess that may be applicable.
If the expenses incurred by **Us** includes the amount for which **You** are responsible, such amount shall be repaid to **Us**.
Subject otherwise to the Terms and Conditions of this Policy.
Note : * Applicable to Comprehensive Policy
** Applicable to Third Party Fire and Theft Policy
N.B. The amount of Excess mentioned herein shall be held to apply in addition to any other Excess that may be applicable to this Policy.

ENDORSEMENT 2 EXCESS DAMAGE CLAIMS

You are responsible for the first RM (as per Policy Schedule) of each and every claim payable under Section A of this Policy in addition to any other excess that may be applicable. This excess is not applicable to loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft.
Subject otherwise to the Terms and Conditions of this Policy.
N.B. :The amount of Excess mentioned herein shall be held to apply in addition to any other Excess that may be applicable to this Policy.

ENDORSEMENT 2(f) COMPULSORY EXCESS

In the event of any claim arising under Section A of this Policy, **You** are responsible in respect of each and every event for an excess of RM400.00 in addition to the Excess stated in the Schedule if **Your Vehicle** is being driven by any person, whether **Yourself** or authorised by **You**:-
(a) who is under the Age of 21 years
(b) who is the holder of a Provisional (L) driving licence
(c) who is the holder of a Full driving licence of less than 2 years
(d) who is not named in the Schedule
(e) named in the Schedule who is less than the age of 21 years and/or the holder of a provisional (L) driving licence and/or the holder of a Full driving licence of less than 2 years.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the motor vehicle.
This excess of RM400.00 is not applicable to loss or damage caused by fire, explosion, lightning, burglary, house breaking or theft.
Subject otherwise to the Terms and Conditions of this Policy.
N.B. The amount of the Excess mentioned herein is the maximum and shall be held to apply in addition to any other Excess that may be applicable to this Policy. Any amendment to the Excess of RM400.00 under this Endorsement 2(f) is **not allowed.**

ENDORSEMENT 3(p) THIRD PARTY ONLY

The cover provided for in this policy is limited to Third Party only i.e. Section B (LIABILITY to THIRD PARTIES)
Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled.
Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 3(q) THIRD PARTY FIRE AND THEFT

The cover provided for in this policy is limited to Third Party Fire and Theft only.
Section A (LOSS OR DAMAGE TO YOUR VEHICLE) of this policy will cover **You** if **Your Vehicle** is damaged or lost by fire, explosion, lightning, burglary, housebreaking or theft and Section B (LIABILITY TO THIRD PARTIES).
Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 15 HIRE PURCHASE

We have noted and agreed that (as per Policy Schedule) (hereinafter referred to as the Owners) are the Owners of **Your Vehicle** under a Hire Purchase Agreement made between the Owners and **You**. Any payment for the loss or damage to **Your Vehicle** (which loss or damage is not made good by repair reinstatement or replacement) under Section A of this Policy will be paid to the Owners so long as they are the Owners of **Your Vehicle**. Their receipt shall be a full and final discharge to **Us** in respect of such loss or damage. This Policy is issued to **You** as the principal party and not as agent or trustee for the Owners nor as an assignment by **You** to the Owners of **your** rights, benefits and claims under this Policy. **You** shall not assign **your** rights, benefits and claims under this Policy without prior written consent from **Us**.
Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 15(a) EMPLOYERS' LOAN

We have noted and agreed that (as per Policy Schedule) are interested in any moneys payable to **You** vide this Policy in respect of loss or damage to **Your Vehicle** (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be payable to (as per Policy Schedule) until notice is given to **Us** that they have no financial interest in **Your Vehicle**, and their receipt shall be a full and final discharge of **Our** liability in respect of such loss or damage.
Except by this Endorsement, nothing herein shall modify or affect **Our/Your** rights and liabilities under this Policy.
Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 25 STRIKE RIOT AND CIVIL COMMOTION

We have noted and agreed that the words "strike riot and civil commotion" in General Exception 4 of this Policy shall not apply to any accident loss damage or liability directly caused by
1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
2. the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
(a) war, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder **You** shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.
Subject otherwise to the Terms and Condition of this Policy.

ENDORSEMENT 30 REPLACEMENT PARTS

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

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

(b) reasonable cost of fitting such spare parts/accessories.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 57 INCLUSION OF SPECIAL PERILS

In consideration of the payment of additional premium by **You** to **Us** the following peril(s) is/are deemed to be covered under Section A of this Policy:- Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 72 LEGAL LIABILITY OF PASSENGERS FOR NEGLIGENT ACTS

In consideration of the payment of additional premium by **You** to **Us We** will pay the amount that any Passenger is legally liable to pay under Section B of this policy providing that the Passenger:-

(i) is not driving **Your Vehicle** or in charge of **Your Vehicle** for the purpose of driving

(ii) is not entitled to indemnity under any other Policy

(iii) shall as though he were **You,** observe and fulfil all the terms of this Policy in so far as they apply.

EXCEPTIONS

We will not pay for:-

(a) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of the passenger

(b) damage to property belonging to or held in trust or in the custody or control of the Passenger or **You** or being carried in **Your Vehicle**.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 89 BREAKAGE OF GLASS IN WINDSCREEN, WINDOW OR SUNROOF

In consideration of the payment of additional premium by **You** to **Us**, **We** will pay the cost of replacing or repairing any glass in the windscreen or window or sunroof including lamination/tinting film, if any, of **Your Vehicle** following breakage of such glass up to an amount not exceeding RM (as per Policy Schedule)

Provided no claim is made for any further damage to **Your Vehicle**, any claim under this endorsement shall not affect **Your** No Claim Discount and **You** shall not be liable for any excess as stated in the policy.

This benefit shall automatically be terminated upon replacement of any glass in the windscreen, window or sunroof unless the cover is reinstated by payment of a further additional premium.

You may however, subject always to our agreement whether obtained before or after repair, exercise an option to repair the damaged windscreen, window or sunroof of **Your Vehicle**. In the event **You** opt to repair, **We** will continue to provide this benefit to **You** during the currency of this period for the amount as stated above:-

(a) Less any claim paid by **Us** for the repair; or

(b) For the reinstated original amount provided **You** have paid to **Us** a further additional premium for reinstatement.

However, in the event of a dispute on the option to repair or replace, **Our** decision shall be final.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 95 LEASING ENDORSEMENT

We have noted and agreed that:-

1. (As per Policy Schedule) (hereinafter referred to as the Lessors) are the owners of **Your Vehicle** which is the subject of a Leasing Agreement made between the Lessors and **Yourself** of the other part.
2. Any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability on **Our** part to **You** under Section A of this Policy shall be made to the Lessors as long as they are owners of **Your Vehicle** and their receipt shall be a full and final discharge to **Us** in respect of such loss or damage.
3. Regardless of any provision in the Leasing Agreement this Policy is issued to **You** as the principal party and not as agent or trustee for the Lessors. **You** cannot assign to the Lessors (whether legal or equitable) **Your** rights benefits and claims under this Policy.
4. Nothing herein shall be construed as creating and vesting any right in the Owner/Lessor to sue **Us** in any capacity whatsoever for any breach of **Our** obligations.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 97 VEHICLE ACCESSORIES ENDORSEMENT

In consideration of the payment of additional premium by **You** to **Us** the following accessories are separately insured under Section A:-

Description	Your Estimated Value
As per Policy Schedule	As per Policy Schedule

Any claim made under this endorsement shall not affect **Your** No Claim Discount entitlement and **You** shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 97A – GAS CONVERSION KIT AND TANK

In consideration of the payment of additional premium by **You** to **Us** the Gas Conversion Kit and Tank is separately insured under Section A:-

Your Estimated Value
As per Policy Schedule

Any claim made under this endorsement shall not affect **Your** No Claim Discount entitlement and **You** shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 100 EXCLUSION OF LEGAL LIABILITY TO PASSENGERS (PRIVATE CAR ONLY)

The cover provided under Section B1(a) of this Policy shall not apply to death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from **Your Vehicle** (other than a passenger required to be carried in or on **Your vehicle** by reason of his/her contract of employment with **You** and/or **Your** authorised driver and/or his /her employer).

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 106 INSURER'S AUTHORISED WORKSHOP
Conditions 2(h) of this policy is hereby amended to read as follows:-
In the event **Your Vehicle** is involved in an accident and gives rise to a claim, **Your Vehicle** must be removed to a PIAM Approved Repairers Scheme (PARS) workshop selected and approved by **Us** for repairs. Failure to remove **Your Vehicle** to an approved workshop would be a breach of this endorsement and **We** shall have the right to decline liability under Section A of the Policy.

ENDORSEMENT 111 CURRENT YEAR "NCD" RELIEF (ONLY APPLICABLE TO COMPREHENSIVE PRIVATE CAR POLICY)
In consideration of the payment of additional premium by **You** to **Us**, **We** will pay **You** in the event **You**r No Claim Discount is forfeited when a claim is made or arising from the Policy, an amount equal to **Your** No Claim Discount entitlement under this Policy of the current period of insurance only.
If the current period of insurance exceeds twelve (12) months, payment under this benefit shall be based on the amount shown in the Schedule.
Upon settlement of any claim under this extension, this benefit shall automatically terminate.
This cover ceases automatically:
(a) upon transfer of the ownership under this Policy
(b) upon withdrawal of No Claim Discount from this Policy
No refund premium shall be allowed upon cessation of the benefit or on mid-term cancellation.
Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 112 COMPENSATION FOR ASSESSED REPAIR TIME (CART)
In Consideration of the payment of additional premium by **You** to **Us**, **We** will pay compensation at the rate of (As per Policy Schedule) per day up to (As per Policy Schedule) days or the number of days assessed as required for repair of such Motor Vehicle whichever is lesser following a loss damage covered under Section A of this Policy. No excess shall be applicable for this endorsement. Such compensation shall not be payable in the event the loss or damage is confined only to breakage of any glass in the windscreen, window or sunroof of **Your Vehicle**.
Provided that:-
a) such benefit shall be payable based on the loss adjuster's assessment of the days required for actual repair but exclude any delays howsoever caused whether the claim for loss or damage to **Your Vehicle** covered under Section A is either lodged with **Us** or against a Third Party. In any dispute, the assessed repair time determined by **Us** shall be final.
b) the benefit is payable for partial loss (excluding theft and total loss) of the insured vehicle.
You can make more than one claim under this Policy endorsement provided the total number of days in accumulation that **You** can claim does not exceed the cover purchased.
Any claim under this endorsement shall not affect the No-Claim-Discount.
No refund shall be allowed for cancellation of this endorsement unless the cancellation is effected together with the cancellation of the Policy.
Subject otherwise to the Terms and Conditions of this Policy.

WARRANTY NO. 1 WARRANTY ON OVERLOADING OF VEHICLE
Warranted that **We** shall not be liable under Section A of this Policy in the event that at the time of accident giving rise to a claim under this Policy **Your Vehicle** carries a load in excess of the permitted weight and/or number of passengers as specified in the registration book of **Your Vehicle**.
Provided always that this warranty shall not apply unless overloading exceeds by 10% of the permitted weight (for goods carrying vehicles).
Subject otherwise to the Terms and Conditions of this Policy.
Notes: For the purpose of calculating the number of persons where children are carried, such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the motor vehicle.

Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Policyholder who is not satisfied with the decision of the senior management of an Insurance Company, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Insurance Company and the Policy number.

Copies of the correspondence between the Policyholder and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

If the Mediator makes an award against an Insurance Company, the Policyholder is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Policyholder decision.

There is no appeal procedure within the FMB. If the Policyholder does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Insurance Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

FINANCIAL MEDIATION BUREAU (FMB)
Tingkat 25, No. 4
Jalan Sultan Sulaiman
50000 Kuala Lumpur.

Tel : 03 - 2272 2811
Fax : 03 - 2274 5752
Website : www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

Any policyholder or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

The Manager
CUSTOMER SERVICES BUREAU (CSB)
Insurance Regulation Department
Bank Negara Malaysia (BNM)
P. O. Box 10922
50929 Kuala Lumpur

Tel : 03 – 2698 8044 Samb. 8540
Faks : 03 – 2694 5986
Website : www.bnm.gov.my

Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.
The address is:
Head, Feedback Centre, 4th Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.
T +603 2297 3888
F +603 2297 3800
E info@etiqa.com.my
W www.etiqa.com.my

Etiqa Oneline **1300 13 8888**