

TUNE PROTECT MALAYSIA

TUNE INSURANCE MALAYSIA BERHAD

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SST Registration No. W10-1808-31039805



PRIVATE CAR POLICY

TYPES OF COVER

The following will apply:

COMPREHENSIVE – Sections A & B of this Policy apply.

THIRD PARTY ONLY – Only Section B applies.

All endorsements, clauses or warranties attached to this policy shall also apply.

Note:

- 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.

The benefit(s) payable under eligible policy is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tune Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my).

EXPLANATORY NOTES

How to read this document

Please note that your Private Car Policy only starts from page 5 onwards. To help you read and understand your policy better we provide some explanatory notes together with comments and examples (written in *italic*). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.

Words in bold

You will notice that some words in the policy are printed in **bold** letters. This is because they have been given specific meaning in your Private Car Policy. Please refer to Section F on pages 12 to 14 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 6 to 31 (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

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 the remedies in 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.

Non-Consumer Insurance Contract

Where **You** have applied for this insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

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	1a. 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	1b. Events We Do Not Cover	✓	✓	x
6 to 7	2. Basis of Settlement (how we will settle your claim)	✓	✓	x
7	3. Towing Costs (to an Approved Repairer or safe place of storage)	✓	✓	x
7 to 8	Section B: Liability to Third Parties			
7	1a. What is Covered (by this section)	✓	✓	✓
7 to 8	1b. What is Not Covered (by this section)	✓	✓	✓
8	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
81	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
8	4. Maximum Legal Costs (if approved)	✓	✓	✓
8	5. Rights of Recovery	✓	✓	✓
8 to 9	Section C: No Claim Discount	✓	✓	✓
9 to 10	Section D: General Exceptions (what is not covered by the policy)	✓	✓	✓
10 to 12	Section E: Conditions (terms that you must comply with)	✓	✓	✓
12 to 14	Section F: Definitions (explains the words in bold)	✓	✓	✓
14 to 31	Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)	Optional	Optional	Optional

Key: ✓ = applicable x = not applicable

What this policy does not cover?

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

- Section A1b – see 'Events We Do Not Cover' (pages 5 and 6): applicable to Comprehensive policy only.
- Section B1b – see 'What is Not Covered' (pages 7 and 8): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.
- Section D – see 'General Exceptions' (pages 9 and 10): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.

There are generally three reasons why we put these exceptions in your basic Private Car Policy:

1. Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Policy but which can be covered if you pay additional premium are:
 - flood, storm {see Section A1b – 'Events We Do Not Cover' (page 5 and 6)};
 - strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 9)}; and
 - use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 9)}.
2. There are other risks which are not covered by the basic Private Car Policy or by any of its extensions. We would have to issue a different policy if you want these types of cover. For example, the following are not covered by your Private Car Policy but can be covered under a different type of policy:
 - carriage of goods must be covered under a Commercial Vehicle Policy; and
 - hire or reward must be covered by taxi or hired car policy.

3. We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – ‘General Exceptions’ (pages 9 and 10) such as:
- war, nuclear fission or fusion;
 - risks that are against public policy or against the law; and
 - drunk driving.

How can your car be used?

Since this is a Private Car Policy, your policy only covers you if your car is used for “social, domestic and pleasure purposes and for the policyholder’s business”. This is clearly stated in the Certificate of Insurance under the heading “Limitation as to Use”.

The following are some examples of how your car can be used:

- to visit relatives and friends, for shopping etc.; and
- for some limited business use such as getting to and from work, and meeting customers.

However, we will not cover you, for example, if you use your car in the following manner:

- as a private taxi by charging fares to carry passengers;
- as a hire car by charging rental to use your car;
- to carry any goods in connection with any trade or business other than samples. You must buy a Commercial Vehicle Policy to cover for this use;
- for motor trade (use for showroom display and for test-drive);
- to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and
- use on any racetrack.

Who can drive your car?

Practically anyone can drive your car as long as the driver:

- has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {see exclusion on Unlicensed Drivers in Section D – ‘General Exception 1’ (page 9)};
- has your permission to drive (see definition of Authorised Driver in page 12); 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 license the driver possesses or if the driver is not a named driver (see explanation on excess in page 3).

If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.

In which territory is your car covered?

This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore’s law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Policy, you will need to purchase Endorsement 100 (see page 17), 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 13). 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 A2(v) – ‘Under-Insurance’ in page 6).

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:

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

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

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

What is No Claim Discount (“NCD”)?

This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.

The applicable NCD can be checked with us or the Central NCD Database (“CND”) at [https:// www.mycarinfo.com.my/ncdcheck/online](https://www.mycarinfo.com.my/ncdcheck/online) before the purchase of your Private Car Policy.

What is an Excess?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your policy. Note that there is also the Compulsory Excess (see 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 a 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 page 10); and*
- *authorise repair without our consent (see Condition 2f in page 11).*

Condition 2 of your policy (see page 10 to 12) spells out the do's and the don'ts after an accident or theft in more detail.

PRIVATE CAR POLICY

Our agreement with You

A. Where **Your Car** is used for any purpose that is not related to **Your** trade, business or profession, the following applies:

Consumer Insurance Contract

This **Policy** is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

B. Where **Your Car** is used for purposes related to **Your** trade, business or profession, the following applies:

Non-Consumer Insurance Contract

This **Policy** is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

Section A: Loss or Damage to Your Own Car

*This section spells out what We cover under Section A and is only applicable if **You** have Comprehensive cover.*

1a. Events We Cover

We will indemnify **You** if **Your Car** is lost or damaged during the **Period of Insurance** arising from the following **Incidents**:

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown;
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) fire, explosion or lightning;
- (vi) breakage of windscreen, windows or sunroof including lamination / tinting film, if any;

*However, **Your** no claim discount would be forfeited when **You** make windscreen, windows or sunroof claim if **You** have not already purchased Endorsement 89.*

- (vii) burglary, housebreaking or theft;
- (viii) malicious act; or
- (ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:
 - a. Road;
 - b. rail;
 - c. inland waterway i.e. across a river or canal etc.; or
 - d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

*For an additional premium, **Your Policy** can be extended to cover for ferry transit between Sabah and Labuan (Endorsement 109).*

1b. Events We Do Not Cover

*The events **We** do not cover are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable **Endorsements**.*

We will not pay for the following losses:

- (i) **Consequential Losses**
Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.
- (ii) **Loss of Use**
Any expense or financial loss that **You** may incur because **You** cannot use **Your Car** e.g. cost of hiring replacement car, travelling expenses etc.

*For an additional premium, **Your Policy** can be extended to cover an agreed payment per day for an agreed duration (Endorsement 112).*

- (iii) **Depreciation**
The loss of value of **Your Car** due to the damage sustained or the time taken to repair the **Car**, and / or for any loss or damage that results over

a prolonged period of time due to wear and tear, rust and corrosion.

(iv) **Breakdown or Malfunction of Parts**

Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.

(v) **Damage to Tyre(s)**

Any damage to the tyre(s) of **Your Car** unless other parts of **Your Car** are also damaged at the same time.

(vi) **Convulsions of Nature**

Any loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

(vii) **Excess**

The amount of **Excess** stated in the **Schedule**. This is the first amount that **You** have to bear in respect of each and every claim under the **Policy**.

(viii) **Loss of Electronic Data**

Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.

(ix) **Cheating or Criminal Breach of Trust**

Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.

2. Basis of Settlement

*This section explains how **We** will settle **Your claim** once **We** accept that it is payable under Section A. If **Your Car** is damaged as a result of any **Incident**, **We** have the option of doing the following:*

(i) **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.

(ii) **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.*

(iii) **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.

(iv) **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.

(v) **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**.

(vi) **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

(vii) **Compulsory Excess** (please see page 3 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**.

1b. What is Not Covered

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this **Policy** and any other applicable **Endorsements**. **We** will not pay for

- (i) death or bodily injury to any passenger being carried for hire or reward;
- (ii) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;

*Under the Road Transport Act 1987, this **Policy** shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a contract of employment, liability in respect of death of or bodily injury to persons being carried in or upon or entering or getting onto or alighting from the motor vehicle at the time of the occurrence of the event out of which the claims arise.*

In the course of employment – Any person who is injured / dies (whether as passenger or otherwise) while on the job and is in or on the said **Car** as part of his / her employment e.g. car wash worker, mechanic etc.

- (iii) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and / or any member of **Your** or **Your Authorised Driver's Household**;
- (iv) liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;

In pursuance of the contract of employment – The passenger is required to be carried to a destination in order to carry out the job as spelt out in his / her contract of employment.

Liability to passengers other than:

- a) passengers carried for hire or reward;
- b) employees in the course of employment; or
- c) **Your** or **Your Authorised Driver's Household** member unless he / she is required to be carried in **Your Car** by reason of or in pursuance to a contract of employment;

may be insured separately for additional premium under Endorsement 100. If **You** have insured such liability, **You** will need to refer to the full text of Endorsement 100: Legal Liability to Passengers as to what this **Endorsement** covers or excludes and the applicable conditions.

- (v) liability caused by a passenger travelling in or alighting from **Your Car**;

*Liability for accidents caused by **Your** passengers may be insured separately for additional premium under Endorsement 72. **You** will need to refer to the full text of Endorsement 72: Legal Liability of Passengers for Negligent Acts as to what this **Endorsement** covers or excludes and the applicable conditions.*

- (vi) any claims brought against **You** by any driver of **Your Car**, whether authorised or not;
 (vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
 (viii) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

2. Limits of Our Liability

We will pay the following for any one claim, or series of claims arising from one **Incident**, in any one **Period of Insurance**:

- (i) unlimited amount for death of bodily injury to third part; and / or
 (ii) up to a maximum of RM3 million for third party property damage.

For an additional premium, the limits of liability for third party property damage can be extended up to RM20 million (Endorsement 105).

3. Cover for Legal Personal Representatives

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

4. Legal Costs

If **You** or **Your Authorised Driver** is charged for reckless and dangerous driving or careless or inconsiderate driving under the Road Transport Act 1987 or any other offence related to the said **Incident**, **We** will pay legal costs incurred up to a maximum of RM2,000 to defend **You** or **Your Authorised Driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and that cost has been incurred with **Our** prior agreement in writing.

We will only pay for legal cost and **We** will not pay for any penalty imposed on **You** or **Your Authorised Driver**.

5. Rights of Recovery

We have a right to refuse to indemnify **You** or **Your Authorised Driver** if either of **You** commit a breach of any **Policy** conditions or where the claim falls outside the scope of cover provided by **Us** under this **Policy**. However, if **We** are legally required to pay any judgment sum in respect of a claim under Section B of this **Policy** because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which **We** would otherwise not have to pay, **We** have the right to ask **You** or **Your Authorised Driver** to repay to **Us** the amount of that payment and any costs **We** have incurred in connection with the claim.

Section C: No Claim Discount

This section spells out the reward system known as the "No Claim Discount".

1. No Claim Discount (NCD)

If **You** have insured **Your Car** for a continuous period of 12 months and **You** or anyone else did not make any claim under this **Policy** during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if **You** continue to have claim free years as follows:

Claim Free Year of Insurance	NCD Entitlement
After 1 continuous claim free year	25%
After 2 continuous claim free years	30%
After 3 continuous claim free years	38 1/3%
After 4 continuous claim free years	45%
After 5 continuous claim free years and beyond	55%

2. One Claim and Your NCD is Down to Zero

If **You** or anybody else meet with an **Incident** which will give rise to a claim on this **Policy**, the NCD entitlement that **You** have accumulated would drop to zero at the next renewal and **Your** NCD will start all over again. If a claim is received after the NCD has been applied, **We** shall be entitled to recover the NCD given from **You**.

3. Exception to this Rule

Your NCD will not be affected even if a claim is made if:

- **We** are of the opinion that **You** are not at fault for causing the loss;
- the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
- the offending vehicle is insured by a Malaysian licensed insurer; and
- there is no death or personal injury claim involved.

4. Your NCD is not Transferable

The NCD is personal to **You** which means that if **You** were to sell **Your Car** and **We** agree to transfer this **Policy** to the new owner, **Your** NCD cannot be transferred for the benefit of the new owner.

5. Non-utilisation of NCD

For every year that the NCD is not utilised by **You**, the NCD accumulated and applicable for this **Policy** will be reversed in accordance with the scale set out in the table in clause C1 above.

Section D: General Exceptions – these apply to the whole Policy

*This section lists down circumstances under which this **Policy** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Sections A1b (see pages 5 and 6) and Section B1b (see pages 7 and 8).*

1. Unlicensed Drivers

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

2. Alcohol, Drugs and Other Intoxicating Substances

There is no cover under this **Policy** if **You** or **Your Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that **You** or **Your Authorised Driver** are incapable of having proper control of **Your Car**.

***You** or **Your Authorised Driver** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** or **Your Authorised Driver** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.*

3. Fraud and Exaggerated Claims

If any claim is in any part fraudulent or exaggerated, or if **You** or anyone acting on **Your** behalf, uses fraudulent means to get any benefit under this **Policy**, the entire claim will not be paid or payable. If **We** are required to make payment of any such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**.

4. Unlawful Purpose

There is no cover under this **Policy** if **You** or **Your Authorised Driver** use **Your Car** for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where **Your Car** was being used.

5. Use for Racing etc.

There is no cover under this **Policy** if **You** use or **You** allow **Your Authorised Driver** to use **Your Car**:

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

*For an additional premium, **Your Policy** can be extended to cover the use of **Your Car** for reliability trial or competition if **You** purchase the prescribed extension cover {Endorsement 24(c) or 24(d)}.*

6. Use Outside Malaysia

Unless **We** provide otherwise, this insurance does not cover **You** in respect of claims arising whilst **Your Car** was being used or driven outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, **Our** liability under this **Policy** is governed by the Road Transport Act 1987 and the terms and conditions of this **Policy**, and **Our** liability outside Malaysia is governed by the terms and conditions of this Policy only.

*For an additional premium, **Your Policy** can be extended to cover the use of **Your Car** in Thailand or Kalimantan only if **You** purchase the prescribed extension cover (Endorsements 101 and 102).*

7. Failure to take Precaution

We will not pay for any additional damages if after an **Incident** or breakdown **You**:

- a. left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage; or
- b. continue to drive **Your Car** in an unroadworthy condition before any repair is done.

We will also not pay for claims that arise if, when using **Your Car**, **You** do not take reasonable precaution to keep **Your Car** secured. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition key left in or on **Your Car**.

8. War Risk

There is no cover under this **Policy** for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
- b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

*For an additional premium, **Your Policy** can be extended to cover strikes, riots and civil commotion (Endorsement 25).*

9. Nuclear Risk

There is no cover under this **Policy** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or

handling of radioactive material. This includes, but is not limited to:

- a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- d. the use, handling or transportation of radioactive material.

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

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 the remedies in 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.

Non-Consumer Insurance Contract

Where **You** have applied for this insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

2. Accidents and Claims Procedures

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**:

- Comply with all the terms and conditions of this **Policy**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek protection under this **Policy**;
- Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;
- Take reasonable care to avoid any situation that could result in a claim. This **Policy** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
- 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.

9. Accuracy of Information

This **Policy** is issued based on the information **You** have provided at the point of application and **Our** acceptance, inclusive (but not limited to) of the information/declaration **You** have provided at the pre- contractual stage of this **Policy**. In the event such information is inaccurate/ outdated, please notify **Us** of the same in writing, by visiting any of **Our** branches or by email to hello.my@tuneprotect.com within fifteen (15) days of the receipt of **Your Policy** and/or such information is no longer deemed applicable and/or inaccurate with reasonable proof. This enables **Us** to make the necessary amendments. In the event no notification is received or upon failure to notify of any inaccuracies, all the information under this **Policy** shall be deemed accurate.

10. Personal Data and Privacy

You have read the Tune Protect Privacy Policy (<https://www.tuneprotect.com/privacy-policy/>) and agree that all personal data provided to the **Company** by **You** and/or the **Insured** and/or acquired by the **Company** from the public domain, as well as personal data that arises as a result of the provision of cover to **You** and/or the **Insured** is subject to said Privacy Policy as may be varied from time to time.

11. Anti-Bribery and Corruption

- You** shall comply, and/or shall procure or ensure that **Your** directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by **Us** and have in place adequate controls and procedures to prevent corruption.
- In the event of a breach by **You**, **We** shall be fully entitled to terminate the **Policy** without any liability howsoever with written notice with immediate effect. **You** shall hold the **Company** harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by **You**, **Your** directors, employees, subcontractors and/or agents.

Section F: Definition 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 license of the relevant type and is not disqualified to drive by law or for any other reason.

5. Car

This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and Accessories fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.

6. **Certificate of Insurance**

This certificate is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Policy** is issued.

7. **Cheating**

This follows the meaning as defined under Section 415 of the Penal Code which is as follows: Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

- a. fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- b. intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".

8. **Criminal Breach of Trust**

This follows the meaning as defined under Section 405 of the Penal Code which is as follows:

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

9. **Endorsement**

This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Policy**.

10. **Excess**

This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.

11. **Household**

This refers to all members of **Your** or **Your Authorised Driver's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.

12. **Incident**

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

13. **Limitations as to Use**

According to **Your Certificate of Insurance (CI)**, **Your Car** can only be used for "Social, domestic and pleasure purposes and for the policyholder's business". The **CI** also states that "The **Policy** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

14. **Market Value**

This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** purchased this **Policy**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Insured** then the **Market Value** would be based on that valuation system as described in clause 15 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Car** in the event of dispute would be determined by the Head Office of the **Car** franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster** registered under the Financial Services Act 2013, agreed by both **You** and **Us**.

15. **Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by **Your** insurer to determine the **Market Value** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **Sum Insured** to avoid the consequences of under-insurance as described in Section A2(v). Alternatively, **You** may choose to determine the **Sum Insured Yourself** but **You** would be subject to Section A2(v) if **You** are under-insured.

16. **Minimum Premium**

The minimal premium described in the **Schedule**.

17. **Named Driver**

This refers to the persons named in the **Policy** who are authorised by **You** to drive **Your Car**. The compulsory excess of RM400 stated in Section A2(vii) will not apply if **Your Car** is driven by a **Named Driver** provided they hold a valid full driving licence of the relevant type and are not disqualified to drive by law or for any other reason and are above the age of 21 years at the time of the **Incident**.

18. **Ombudsman for Financial Services (OFS)**

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 court

19. **Period of Insurance**

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

20. Policy

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

21. Approved Repairer

This refers to any of the following:

- a. motor repair workshops which are on **Our** panel of approved workshops;
 - (i) **We** will ensure there are adequate number of **Our** panel of approved workshops to provide reasonable and convenient access to **You**;
 - (ii) Where there are no panel of approved workshops at any nearby locations in the event of an **Incident**, **We** may at **Our** discretion choose to either:
 - assist **You** in accessing the nearest workshop on **Our** panel and arrange for towing services to such selected workshop at no cost to **You**; or
 - allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by **Us**.
- or
- b. any other repairer that **We** have given **You** special permission to use. The circumstances under which a special permission may be granted by **Us** includes:
 - (i) no **Approved Repairer** described in (a) above is available at the location of **Your Car**, and **We** are unable to assist **You** in accessing the nearest workshop on **Our** panel or that is registered with JPJ;
 - (ii) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
 - (iii) franchise repairers

22. Road

Section 2 of the Road Transport Act 1987 defines "Road" as "any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, roundabouts, traffic islands, road dividers, all traffic lanes, side tables, 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 3 for explanation and page 13 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

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

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 Plus (Third Party, Fire and Theft Insurance)

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 18: Fleet Rated Risks – Cancellation of 'No Claim Discount'

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this **Policy** is cancelled.

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

Endorsement 22: Caravan / Luggage / Boat Trailers

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

This endorsement does not cover:

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

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

Endorsement 22(a): Caravan / Luggage / Boat Trailers (Applicable to Private Car Third Party Policy only)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agreed that the insurance provided under Section B of this policy shall extend to cover Caravan or Luggage or Boat Trailer that is specified in the **Schedule** under the heading '**Endorsement 22(a)**' 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 Caravan / Luggage / Boat Trailers being carried by the specified Trailer.

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 willful 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, Window 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 authorized 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 101(a): Extension of Cover to the Kingdom of Thailand (Applicable to Private Car Third Party Policy only)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section B1a(ii) of this **Policy** shall cover liability while **Your Car** 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:

- We** make a payment for a claim under this endorsement;
- the ownership of this **Policy** is transferred to another party; or
- 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:

- if **Your** claim is only for breakage of glass that is payable under Endorsement 89;
- 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;
- if **Your** claim is for theft or total loss of **Your Car**; or
- if **Your** claim is under a BER process.

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

Endorsement 113: Reference to Motor Vehicle Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by **Us** to determine the **Sum Insured** of **Your Car** at the time **You** purchased / renewed this **Policy** as well as the **Market Value** at the time of the loss.

When a claim is made, the **Market Value** of **Your Car** would be determined by the (name of motor vehicle **Market Valuation System**) and this value would be accepted as the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the (name of motor vehicle **Market Valuation System**) for **Your Car**, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**.

The valuation done by the (name of motor vehicle **Market Valuation System**) or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

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

Endorsement 590: AUTOBUDDY (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay the amount as stated in the Schedule of Benefits of this endorsement if **You** or the **Insured Person** suffers **Bodily Injury** caused solely and directly due to an **Accident** whilst driving in **Your Car** with **Your** permission or traveling as a **Passenger** in **Your Car** or whilst boarding or alighting from **Your Car** resulting in **Accidental Death** or **Permanent Disablement** or necessitating medical and surgical treatment as hereinafter defined subject to the terms and conditions of this endorsement.

SCHEDULE OF BENEFITS

ITEM	BENEFIT	SUM INSURED (RM)				
		PLAN A	PLAN B	PLAN C	PLAN D	PLAN E
1)	Accidental Death (per Insured Person)	20,000	30,000	40,000	50,000	60,000
2)	Permanent Disablement (per Insured Person)	20,000	30,000	40,000	50,000	60,000
3)	Medical Expenses (per Insured Person for any one Accident)	200	400	700	800	1,000
4)	Bereavement Allowance (per Insured Person)	1,000	1,000	1,000	1,000	1,000
5)	Hospital Income (Up to a maximum of 30 days per Period of Insurance per Insured Person)	50 per day	50 per day	50 per day	50 per day	50 per day
6)	24-hour Emergency Towing and Roadside Assistance (Due to Breakdown & Accident)	Unlimited Mileage	Unlimited mileage	Unlimited mileage	Unlimited mileage	Unlimited mileage
7)	Compassionate Flood Cover up to RM1,500 (in aggregate any one Period of Insurance)	1,500	1,500	1,500	1,500	1,500

A. BENEFIT 1 – ACCIDENTAL DEATH

If **You** and/or the **Insured Person** sustains **Bodily Injury** directly resulting in **Accidental Death**, whilst travelling in, boarding or alighting from **Your Car**, within twelve (12) calendar months from the occurrence of an **Accident**, **We** will pay the amount stated in the Schedule of Benefits of this endorsement according to the plan selected as shown in **Your Schedule**.

B. BENEFIT 2 – PERMANENT DISABLEMENT

If **You** and/or the **Insured Person** sustains **Bodily Injury** directly resulting in **Permanent Disablement** within twelve (12) calendar months from the occurrence of an **Accident**, whilst travelling in, boarding or alighting from **Your Car**, **We** will pay the amount specified hereunder to **You** and/or each **Insured Person**:

SCALE OF BENEFITS

Bodily Injury resulting in	Percentage of Sum Insured
a) Loss of both hands or both feet	100%
b) Loss of sight of both eyes	100%
c) Loss of one hand and one foot	100%
d) Loss of either one hand or foot and Loss of sight of one eye	100%
e) Total paralysis (from the neck down)	100%
f) Permanent quadriplegia (loss or permanent total Loss of use of four limbs)	100%
g) Loss of either one hand or foot	50%
h) Loss of sight of one eye	50%
i) Loss of four fingers and thumb in one hand	50%
j) Loss of hearing of both ears	50%
k) Loss of speech	50%
l) Loss of all toes	50%

Any disablement which is not specified under the Scale of Benefits is excluded from this endorsement.

When more than one (1) **Bodily Injury** arises from one **Accident**, the maximum percentage of sum insured shall not exceed 100% for **You** or each **Insured Person**. The aggregate amount of all percentages payable in respect of any one (1) **Accident** for **You** or each **Insured Person** shall not exceed 100% of the **Sum Insured**.

In the event a total of 100% of sum insured of this benefit is paid for one (1) or more **Accidents** during the **Period of Insurance**, all coverage hereunder shall immediately cease to be in force.

All other losses that has been paid under Benefit 1 and Benefit 2 shall reduce the coverage by that amount from the date of that **Accident** until the expiry date of **Period of Insurance**.

C. BENEFIT 3 – MEDICAL EXPENSES

If **You** and/or the **Insured Person** sustains **Bodily Injury** due to an **Accident** to **Your Car** whilst travelling in, boarding or alighting from **Your Car** and **You** and/or the **Insured Person** requires treatment by a **Physician** or **Surgeon**, **Hospitalisation** or the employment of a licensed or graduate nurse, **We** will pay the actual expenses incurred for treatment, hospital charges and nurses fee up to the stipulated limits per **Insured Person** for any one (1) **Accident** as stated in the Schedule of Benefits shown in this endorsement up to a period of one hundred and eighty (180) days from the date of the **Accident**.

D. BENEFIT 4 – BEREAVEMENT ALLOWANCE

We will pay the next of kin or legal representative the amount stated in the Schedule of Benefits shown in this endorsement in the event of **Your** and/or the **Insured Person's Accidental Death** whilst travelling in, boarding or alighting from **Your Car**.

E. BENEFIT 5 – HOSPITAL INCOME

If **You** and/or the **Insured Person** sustains **Bodily Injury** due to an **Accident** resulting in **Your** and/or the **Insured Person's Hospitalisation** for more than twenty four (24) hours following the occurrence of an **Accident** involving **Your Car**, whilst travelling in, boarding or alighting from **Your Car**, **We** will pay daily cash allowance as specified in the Schedule of Benefits shown in this endorsement up to a maximum of thirty (30) days per **Period of Insurance** provided that such **Hospitalisation** occurs within fourteen (14) days of the **Accident**. In the event the **Period of Insurance** is less than twelve (12) months, the thirty (30) days **Hospitalisation** time limit will be apportioned in accordance to the **Period of Insurance**.

F. BENEFIT 6 – 24-HOUR EMERGENCY TOWING AND ROADSIDE ASSISTANCE (DUE TO BREAKDOWN & ACCIDENT)

You and/or the **Authorised Driver** is entitled to Car Assistance Program Benefits arranged by **Us**, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, within **Territorial Limits** as stated in this **Policy**. The services will only be rendered to **Your Car** in the event of **Breakdown** or **Accident** to **Your Car** during the **Period of Insurance**. **You** and/or the **Authorised Driver** of the **Your Car** must call the 24-Hour Toll Free number **1 800 22 8863** to request for the services below.

If **Your Car Breakdown** or an **Accident** involving **Your Car** happens and it is not possible to repair **Your Car** on the site, **We** or **Our** service provider will assist to tow **Your car**. **You** and/or the **Authorised Driver** is given full flexibility as to where **You** and/or the **Authorised Driver** want **Your Car** towed, either back to **You** and/or **Authorised Driver's** home or to **You** and/or the **Authorised Driver's** preferred workshop. The

emergency towing service due to **Breakdown** or **Accident** can only be claimable by **You** and/or the **Authorised Driver** for each and every two weeks period during the **Period of Insurance**.

TOWING AND ROAD ASSISTANCE TERRITORIAL LIMITS

TERRITORIAL LIMITS The twenty-four (24) hours emergency towing services shall be made available in the event the Named Vehicle is immobilized anywhere in Peninsular Malaysia excluding islands except for Penang and Langkawi. For East Malaysia, the services shall be available in all major towns along the pan Borneo highway and government gazetted roads.

EXCLUSIONS TO BENEFIT 6 – 24-HOUR EMERGENCY TOWING AND ROADSIDE ASSISTANCE

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

1. Services which are not organized or pre-approved directly by **Us** or **Our** service provider;
2. Cost of services which are claimable under Section A3 of this **Policy** (e.g. towing cost in the event of an accident);
3. Any cost on parts and cost of repairs at the workshop or service centre;
4. If **Your Car** is or has been modified for participation in rally and racing or modified against government regulations;
5. Service provision outside the territorial limits stated;
6. Failure of the **You** and/or the **Insured Person(s)** of **Your Car** to take reasonable precautions or to follow warnings of any intended strike, riot or civil commotion via the mass media;
7. Any illegal or unlawful act by **You** and/or the **Insured Person(s)** of **Your Car** for any unlawful illegal purposes;
8. Any commercial vehicle;
9. When the car keys are not available or locked inside **Your Car**;
10. When there is no mechanical part in **Your Car**, such as no engine or transmission;
11. Towing of **Your Car** for the purpose of disposing the vehicle;
12. Towing of **Your Car** for the purpose of transferring the vehicle from one workshop to another;
13. No valid road tax disc displayed on **Your Car**;
14. Where towing is sought for **Your Car** which was stolen and subsequently has been discovered, abandoned or due to vandalism;
15. Towing of **Your Car** that has been dismantled fully or partly in a workshop;
16. Towing of **Your Car** that is of greater weight than for which it was designed as stated in manufacturer's specifications;
17. Towing of a car which registration number does not match with the number on the **Schedule**; registered with **the Company** or its service provider;
18. If **Your Car** suffers a mechanical **Breakdown** or **Accident** and is immobilized on an unpaved road surface or on a road that is not gazetted road of Malaysia.

G. BENEFIT 7 – COMPASSIONATE FLOOD COVER

In the event of damage to **Your Car** due to flood, **We** will pay to **You** the actual expenses incurred up to the amount stated in the Schedule of Benefits shown in this endorsement for any one (1) incident and/or in aggregate to any one **Period Of Insurance**. **You** and/or the **Authorised Driver** must provide to **Us** a copy of the police report on the flood incident, original receipts for the expenses incurred and photographs of **Your Car** before and after the repair works.

SPECIAL PROVISIONS

1. This endorsement pays up to 5 **Insured Persons** (including driver). However, in the event additional person(s) are to be covered, an additional premium is to be paid and the number of Insured Persons shall not exceed the seating capacity as stated in the Vehicle Registration issued by the Jabatan Pengangkutan Jalan Malaysia (JPJ). In the event that the actual number of persons traveling in the vehicle exceeds the number stated in the Schedule of the Policy, **Our** limit of liability per person shall be reduced proportionately,
2. In the event that the actual number of **persons** travelling in the vehicle exceed the number stated in the **Schedule** of the Policy, **Our** Limit of Liability per person will be reduced by the ratio of the actual number of **Passenger(s)** to that of the number of **Passenger(s)** declared.
3. **Passenger(s)** aged between thirty (30) days old to fifteen (15) years old are only entitled to 50% of the **Sum Insured** under Benefit 1 and Benefit 2.
4. All benefits described in Benefit 1 to Benefit 7 in this endorsement shall cease upon 100% pay-out under Benefit 1 and Benefit 2.

CONDITIONS

1. The due observance and fulfilment of the terms and conditions of this endorsement insofar as they relate to anything to be done or not to be done by the **You** and/or the **Authorised Driver** or his/her legal personal representative shall be conditions precedent to any liability of **Us** to make any payment under this endorsement.
2. If as a consequence of the **Accident** to either **You** and/or the **Insured Person** shall sustain a **Bodily Injury** and if such **Bodily Injury** has been or shall be aggravated by any disability and/or condition which existed prior to the **Accident**, the amount of any compensation payable shall be the amount at **Our** sole and absolute discretion considers would have been payable if such condition had not existed and the **Bodily Injury** had not been aggravated as such.
3. Upon the happening of an **Accident** likely to give rise to a claim under this endorsement, **You** shall within fourteen (14) days after the happening of the **Accident** give notice to **Us** with full particulars of the **Accident** and injuries and shall as soon as possible procure and act on proper medical or surgical advice. **You** and/or the **Insured Person** (or **You** and/or the **Insured Person's** legal personal representatives, as the case may be) shall at the expense of **You** and/or the **Insured Person** furnish to **Us** all such certificates, information and evidence as may be required by **Us** and **You** shall whenever reasonably required to do so submit to medical examination. In the event of **You** and/or the **Insured Person's** death, **We** shall be entitled to have a post-mortem examination at **Your** and/or the **Insured Person's** legal representative's expense and notice shall when practicable be given to **Us** before burial or cremation stating the time and place of any inquest appointed.

4. Compensation for **Your** loss of life and **Medical Expenses** shall be payable to **You** or **Your** legal personal representative. All other compensation of this endorsement which are payable other than to **You** shall be payable directly to the injured **Insured Person** or to such **Insured Person's** legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such **Insured Person**.
5. All claims falling under this endorsement shall be submitted within the prescribed period as stated in Condition 3 above.
6. In the event **You** disposed **Your Car** either by sale, transfer of ownership, total loss or theft, this endorsement shall cease to operate.
7. This endorsement shall lapse/terminate upon the expiry of the **Period of Insurance** falling after **Your** seventieth (70th) birthday.
8. This endorsement, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Parties agree that the Malaysian Courts shall have exclusive jurisdiction hereto.
9. All premiums shall be paid in Malaysian Ringgit. In the event that **You** and/or the **Insured Person** shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, **We** shall indemnify **You** and/or the **Insured Person** or his/her legal personal representative in Malaysian Ringgit based on the quoted exchanged rate (open market rate if a free market, official rate if not a free market) at the date **You** and/or the **Insured Person** is discharged from the **Hospital**.

ENDORSEMENT CANCELLATION

You may cancel this endorsement at any time by giving written notice us in which case we shall retain the customary short period rate for the time the policy has been in force. Upon cancellation, you are entitled to a refund premium. No refund of premium will be allowed if there is a claim under the policy.

GENERAL EXCLUSIONS

This endorsement does not provide coverage under the following circumstances: -

1. Losses caused directly or indirectly, wholly or partly by:
 - (a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (b) any other kind of disease; and
 - (c) medical or surgical treatment (except such as may be necessary solely by injuries covered by this endorsement and performed within the time provided in this endorsement);
2. Any bodily injury which shall result in hernia;
3. Suicide or any attempt thereat (sane or insane);
4. Loss occasioned by war, invasion, act of foreign enemy, hostilities, or war like operations (whether war be declared or not), mutiny, civil war, 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 or 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, of 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** and/or the **Insured Person** shall, if so required, and as a condition precedent to any liability of **Ours**, prove that the loss did not in any way arise under or through any of above excluded circumstances or causes;
5. While **Your Car** is used for hire, racing, road rally, pace making, speed-testing or for any purpose in connection with motor trade;
6. **You/ the Authorised Driver** does not hold a valid driver's licence under the regulations of the Malaysian Road Transport Department or Court of Law to drive **Your Car**;
7. While **Your Car** is used in the pursuit of illegal business as an unlicensed common carrier;
8. Childbirth or miscarriage or insanity due to any illness or diseases unless caused by the accident while driving, riding, alighting or boarding **Your Car**;
9. Any person below the age of thirty (30) days or above the age of seventy (70) years;
10. Loss or bodily injury caused directly or indirectly, wholly or partly to **You/ the Authorised Driver** and/or **Passenger(s)** while the person driving was intoxicated with drugs or alcohol.
11. While committing or attempting to commit any unlawful act;
12. Damage to all body parts of **Your Car**, including wear and tear damage, other than those directly caused by flood except for Benefit 7 – Compassionate Flood Cover as specified under Endorsement 590: AUTOBUDDY.

DEFINITIONS

The following definitions apply:

"Accident or Accidental" shall mean a fortuitous, sudden, unforeseen, unintentional and violent event, resulting directly and independently from the action of a visible external cause which occurs at an identifiable time and place during the **Period of Insurance**.

"Accidental Death" shall mean any death that is directly caused by an **Accident** and not from any other causes.

"Bodily Injury" shall mean injury caused directly by **Accidental** external and visible means and which injury shall solely and independently of any other cause result in the death or disablement of **You** and/or the **Insured Person** occurring within twelve (12) months from date of injury.

"Breakdown" shall mean immobilization of **Your Car** due to mechanical or electrical failure, punctured type including but not limited to **Your Car** out of petrol or the windscreen is shattered.

"Hospital" shall mean an establishment lawfully constituted and registered for the care and treatment of sick and injured persons, and which:

- (a) has facilities for diagnosis and major surgery;
- (b) provides a 24-hour daily nursing service by registered and graduate nurses;
- (c) is under the supervision of one or more Physicians; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescence home or a home for the aged or similar establishments.

"Hospitalisation" shall mean admission to and confinement of a person in a **Hospital** as a registered patient upon the recommendation of a Physician to receive treatment. If the person does not physically stay in the **Hospital** for the whole period of confinement, they shall not be considered as a

registered patient.

"Insured Person(s)" shall mean the **Authorised Driver** and/or **Passenger** with **Your** permission driving or riding as passenger boarding or alighting from **Your car**.

"Loss" shall mean:

- (a) For loss of limb, hand, foot, thumb, finger or toe: shall mean physical severance or total and irrecoverable loss of use which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.
- (b) For loss of hearing: shall mean total and irrecoverable loss of hearing which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.
- (c) For loss of sight: shall mean total and irrecoverable physical loss of eye or total and irrecoverable loss of sight of the eye which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.
- (d) For loss of speech: shall mean total and irrecoverable loss of speech resulting in the inability to communicate verbally which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.

"Medical Expenses" shall mean actual expenses necessarily incurred for **Hospitalisation**, medical, nursing, hospital treatment expenses including cost of emergency dental treatment (but excluding replacement of dentures) following **Bodily Injury**.

"Passenger(s)" shall mean occupants of **Your Car** excluding the **Authorised Driver**.

"Permanent Disablement" shall mean **Bodily Injury** resulting in total or partial disability to **You** and/or the **Insured Person** as stated in the Scale of Benefits shown in Benefit 2 of this endorsement.

"Physician" or **"Surgeon"** shall mean a registered medical practitioner who is qualified and licensed to practice western medicine in the geographical area in which a service is provided. The **Physician** or **Surgeon** must not be **You** and/or the **Insured Person** themselves or **Your** and/or **Insured Persons's** parent, spouse, sibling or child.

"Sum Insured" shall mean the sum insured payable for **Accidental Death** and/or **Permanent Disablement** as specified in the **Schedule** attached with this endorsement according to the selected plan.

"Territorial Limit" shall mean the coverage is limited to Malaysia, the Republic of Singapore, Thailand and Negara Brunei Darussalam unless specified otherwise under the respective benefits covered in this endorsement.

The existing terms and conditions of this **Policy** shall continue to apply for this endorsement.

Endorsement 116: Pay-As-You-Drive ("PAYD") (Non-Tariff)

PAYD rewards low mileage drivers who opt for this endorsement which offers a **Refund** in accordance with the **Refund Table**. A **Refund** is given to **You** upon policy expiry, provided that **You** submit **Your Mileage Data** during all three (3) **Submission Points** and **You** drive low mileage as specified in the **Refund Table**.

This endorsement is provided within 14 days upon **Our** confirmation of **Your** enrolment, based on your opt-in request. The Company has the right not to offer this endorsement to **You**, based on **Our** underwriting criteria.

DEFINITIONS

"Mileage Data" refers to information on **Your Car** odometer mileage reading submitted by **You** through our Platforms.

"Platform" refers to email, mobile application, website and any other platform notified and provided by **Us**.

"Policy Term" refers to a period during which the policy is in force which shall not be more or less than twelve (12) months.

"Refund" refers to refund payable to **You** if **Your** mileage driven during the **Policy Term** falls within the low mileage category, in accordance to the **Refund Table**.

"Refund Table" refers to the reward payable to **You** as a percentage of basic premium paid. Basic premium paid is calculated based on basic premium less **NCD** less discount for direct purchases (if any). **Refund Table** is per below:

Tier	Annual mileage driven (kilometres driven)	Percentage refund
Tier 1	From 0 km to 6,000 km	20%
Tier 2	From 6,001 km to 8,000 km	15%

"Submission Points" refers to the period at which **Your Mileage Data** shall be submitted to **Us** during the **Policy Term**. Your Mileage Data shall be submitted to us within 14 days of the following occasions:

- (i) Policy inception: upon **Our** confirmation of **Your** PAYD enrolment
- (ii) 180 days from the day of your **Policy** inception; and
- (iii) Policy expiry: upon **Policy** expiry at the end of the 12th month

CONDITIONS

This endorsement is only effective if **You** complete a **Policy Term** of twelve (12) months and submit **Your Mileage Data** as required.

USE OF MILEAGE DATA

Mileage Data collection is done at three (3) **Submission Points** during the **Policy Term**. **Mileage Data** is uploaded by **You** into **Our Platform**. The **Mileage Data** is used to determine the mileage driven within the **Policy Term** to calculate the corresponding **Refund** amount based on the **Refund Table**.

ELIGIBILITY CRITERIA

This endorsement is offered if **You** fall under the following criteria:

- i. Age of insured: 28 to 65 years old
- ii. Age of vehicle: 0 to 10 years
- iii. Sum insured: RM 40,000 to RM 300,000
- iv. Car type: Private car for private use
- v. Other underwriting criteria determined by us

REFUND ENTITLEMENT

You will receive the **Refund** if **Your** total mileage driven during the **Policy Term** falls within the **Refund Table**. However, **You** will not be entitled to the **Refund** if:

- i. **You** do not submit **Your Mileage Data** to **Us** at the three (3) **Submission Points**;
- ii. This **Policy** has been cancelled by **You** or **Us** at any time before the end of the **Policy Term**;
- iii. There is unauthorized tempering / modification / replacement or malfunction of **Your Car** odometer;
- iv. There is modification of **Your Mileage Data** submitted to **Us**; or
- v. **Your Mileage Data** uploaded into **Our Platform** is unclear and **We** are not able to capture the readings.

For **Policy** extensions, **You** will still be entitled for the **Refund** for the period of the **Policy Term** only and **You** must submit **Your Mileage Data** at the end of 12th month of your **Policy Term**. However, the duration of the **Policy extension** is not entitled for a **Refund**.

For **Policy** cancellations or terminations before the completion of **Policy Term**, the **Refund** under this endorsement shall not be payable.

There is no impact to **Your Refund** entitlement should **You** make any claims under the Policy during the **Period of Insurance**.

REFUND COMPUTATION

Total mileage driven during the **Policy Term** is the difference between **Mileage Data** captured at **Policy** inception and **Policy** expiry. The total mileage calculated is then applied to the **Refund Table** to identify the corresponding Refund percentage.

If **You** are a high mileage driver and **Your** total mileage driven does not fall within the **Refund Table**, **You** will not be entitled for a **Refund**.

CANCELLATION AND TERMINATION OF POLICY

Once **You** cancel the **Policy** at any time during the **Policy Term**, this endorsement shall be automatically cancelled and any **Refund** entitlement is forfeited.

CONFIDENTIALITY AND PRIVACY

Mileage Data gathered from **You** will be strictly and solely used for the purpose of this endorsement. The **Mileage Data** will be stored in a secure environment that cannot be accessed by unauthorized persons, and will not be sold, traded and exchanged to other parties.

Endorsement 117: Inclusion of Special Perils on a First Loss basis (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature, up to the amount mentioned in the **Schedule** under the heading 'Endorsement 117 - Inclusion of Special Perils on a First Loss basis (Non-Tariff)'.

If **Your** claim is made under this endorsement for loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature only, **We** will not deduct any **Excess** and there will be no penalty for under-insurance.

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

This cover is terminated on the date **Your** claim (irrespective whether **Your** claim is for the replacement or repair of the lost or damaged parts of **Your Car**) is fully settled up to the amount mentioned in the **Schedule** under this endorsement. If **You** wish to enjoy continued coverage **You** must buy a new endorsement cover and pay the additional premium to **Us**.

Alternatively if the damaged part of **Your Car** is repaired at a cost lesser than the amount mentioned in the **Schedule**, this cover will continue but the limit shall be reduced by the claim amount paid. To restore the coverage to the original limit, **You** must pay additional premium, at the agreed rate on the amount to be restored calculated on pro-rata basis from the date of such loss to the expiry of the current **Period Of Insurance** premium.

We will decide on whether to replace or to repair the lost or damaged parts of **Your Car**.

Endorsement 119: All Drivers (Non-Tariff)

In consideration of the additional premium that **You** paid to **Us** for this endorsement, **We** agree to waive the Compulsory **Excess** of RM400 for Unnamed Drivers, which is applicable to **You** or the person driving **Your Car** with **Your** consent at the time of the **Incident**.

We will not deduct the RM400 Compulsory **Excess** if the loss or damage to **Your Car** is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

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

1. is under 21 years old, or
2. holds a provisional (P) or learner (L) driver's license

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

Endorsement TDP/A and TDP/S: TUNE DRIVE PROTECT

(1) Endorsement TDP/A: Tune Drive Protect – Inconvenience Allowance *(Applicable to Comprehensive Private Car only)*

This endorsement covers a maximum of 10 days whilst your vehicle is in the **Approved Repairer's** workshop following an identifiable and admissible own damage claim under the Motor Comprehensive Policy. The time taken for repairs is calculated from the time of placing the vehicle with the authorised **Approved Repairer** (franchise workshop inclusive) for the accidental repairs allowed by the Company to the time of completion of the same. Vehicle must be sent for repairs at an **Approved Repairer** within 7 days of the Accident. Coverage is subject to the limit as specified in the schedule.

SCHEDULE OF BENEFITS

Plan	Sum Insured (RM)
Plan 1	50 per day
Plan 2	100 per day
Plan 3	150 per day
Plan 4	200 per day

(2) Endorsement TDP/S: Tune Drive Protect – Spray Painting of Whole Car *(Applicable to Comprehensive Private Car only)*

This endorsement coverage applies in the event that a corresponding Own Damage Accident claim which involves repainting of the damaged part that does not allow for the spray-painting of the whole vehicle in its repair approval. Coverage is subject to the limit as specified in the schedule.

SCHEDULE OF BENEFITS

Plan	Sum Insured (RM)
Plan 1	1,000 Maximum Limit
Plan 2	2,000 Maximum Limit
Plan 3	3,000 Maximum Limit
Plan 4	4,000 Maximum Limit

ELIGIBILITY

1. Corporations or associations.
2. Individuals between 18 to 65 years of age.
3. (1) or (2) above must have Comprehensive Private Car Vehicle **Policy** insured with **Us**.
4. Coverage under any one of the Schedule of Benefits Section 1 or Section 2 herein is invoked only in the event of a corresponding Own Damage claim under the Comprehensive Private Car Policy.
5. The benefits herein are payable subject to the vehicle being repaired at an **Approved Repairer's** workshop (Franchise workshop inclusive) at the time of accident.

PROOF OF CLAIM

After lodgment of notice to claim, proof of claim must be filed within 30 days from the Date of Loss and must be supported by:-

- a. a police report or an independent witness' statement describing the event
- b. the insurance policy; and
- c. only original receipts of bills for expenses will be accepted for reimbursement.

LIMITATION OF CLAIMS

- a. No benefits shall be payable for any claim filed to Us beyond a period of 1 year from the Date of Loss.
- b. Upon settlement of a claim under any of the benefits under this endorsement, that benefit terminates automatically.
- c. Spray painting bill exceeding the Plan selected shall be borne by the insured.

The existing terms and conditions of this **Policy** shall continue to apply for this endorsement.

Endorsement 120: Waiver of Betterment (Non-Tariff)

In consideration of the additional premium that **You** paid to **Us** for this endorsement, it is agreed that **You** would not be liable to contribute any amount towards **Your Car's** betterment if any new original parts are being used for the repair of **Your Car** that results in **Your Car** being in a better condition than it was before the damage.

This benefit will only be payable if the age of **Your Car** is not less than five (5) years and not more than fifteen (15) years. To determine the age of **Your Car**, please refer to Section A2(vi).

Endorsement 121: MotorShield (Non-Tariff)

In consideration of the additional premium that **You** paid **Us** for this endorsement which is only applicable to Comprehensive cover only and subject to the terms and conditions of this **Policy**, the benefits listed below as described in this endorsement will apply to **Your Policy**:

SCHEDULE OF BENEFITS

NO.	BENEFIT	BENEFIT LIMITS
1	All Drivers	Waiver of Excess of RM400
2	Convenience Cash Allowance	10% of the Sum Insured up to RM10,000
3	Side Mirror Protection	RM1,000
4	Key Replacement	RM1,000
5	Legal Liability to Passengers	Similar limit as described in Section B shall apply
6	Driver(s) and Passenger(s) Protection	As shown on the Coverage Schedule
7	24-Hour Emergency Towing and Roadside Assistance (Due To Breakdown & Accident)	Unlimited
8	Compassionate Flood Cover	RM1,500

A. BENEFIT 1 – ALL DRIVERS

We agree to waive the compulsory **Excess** of RM400 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**:

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

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

B. BENEFIT 2 – CONVENIENCE CASH ALLOWANCE

We agree to pay **You** 10% of the **Sum Insured** of **Your Car** as stated in the **Policy Schedule** up to a maximum of RM10,000 as shown in the Schedule of Benefits shown in this endorsement in the event:

- i) **Your Car** is stolen and not recovered; or
- ii) **Your Car** has been declared as BER by **Us** as a result of an accident; or
- iii) of total loss of **Your Car**.

This benefit will only be applicable if a claim is payable under Section A of this **Policy**.

C. BENEFIT 3 – SIDE MIRROR PROTECTION

We agree to cover the costs incurred to replace or repair the side mirrors or brackets of the side mirror of **Your Car** that is accidentally damaged up to the amount as shown in the Schedule of Benefits shown in this endorsement.

This benefit will only be payable:

- i) if there is no similar claim submitted for this **Incident** under Section A of this **Policy**;
- ii) if a police report is lodged at the nearest police station within twenty-four (24) hours after the occurrence of the **Incident**; and
- iii) once per **Period of Insurance**;

If **Your** claim is for the side mirrors only and there is no other damage, **We** will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement.

We will not pay any claim under this benefit for the malfunction of the side mirrors of **Your Car** due to mechanical / electrical failure or due to wear and tear condition of the components.

D. BENEFIT 4 – KEY REPLACEMENT

We agree to cover the costs incurred to repair or replace **Your Car** key(s) due to loss or damage as a result of actual or attempted theft and robbery or house break-in up to the amount as shown in the Schedule of Benefits.

This benefit will only be payable:

- i) if a police report is lodged at the nearest police station within twenty-four (24) hours after the occurrence of the **Incident**;
- ii) if the repair works or replacement of key(s) were carried out or were purchased from an **Approved Repairer** as per the original receipt submitted to **Us**; and
- iii) once per **Period of Insurance**.

We will not pay any claim under this benefit:

- a) if the loss or damage is caused by theft or attempted theft if the key(s) is left unsecured or unattended;
- b) if the key(s) is left in or on **Your Car** whilst **Your Car** is unattended;
- c) if the loss or damage is caused by mysterious disappearance or unexplained losses where it cannot be proven that theft or attempted theft, robbery or house break-in has occurred; or
- d) for duplicate key(s).

We will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement for a claim made under this benefit.

E. BENEFIT 5 – LEGAL LIABILITY TO PASSENGERS

We agree to pay towards **You** or **Your Authorised Driver's** liability if **You** or **Your Authorised Driver** becomes legally liable 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 (Applicable to Benefit 5 only)

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:

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

F. BENEFIT 6 – DRIVER(S) AND PASSENGER(S) PROTECTION

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will pay the amount as stated in the Coverage Schedule of this benefit if **You** and/or the **Insured Person** suffers **Bodily Injury** caused solely and directly due to an **Accident** whilst driving with **Your Car** with **Your** permission or traveling as a **Passenger** in **Your Car** or whilst boarding or alighting from **Your Car** resulting in **Accidental Death** or **Permanent Disablement** or necessitating medical and surgical treatment as hereinafter defined subject to the terms and conditions of the Coverage Schedule.

COVERAGE SCHEDULE

Item	Coverage	Sum Insured Per Insured Person (RM)	Maximum Sum Insured Per Vehicle (RM)
1)	Accidental Death (per Insured Person)	20,000	100,000
2)	Permanent Disablement (per Insured Person)	20,000	100,000

3)	Medical Expenses (per Insured Person for any one Accident)	200	1,000
4)	Bereavement Allowance (per Insured Person)	1,000	5,000
5)	Hospital Income (Up to a maximum of 30 days per Period of Insurance per Insured Person)	50 per day up to 1,500	250 per day up to 7,500

Coverage 1 – Accidental Death

If **You** and/or the **Insured Person** sustains **Bodily Injury** directly resulting in **Accidental Death**, whilst travelling in, boarding or alighting from **Your Car** within twelve (12) calendar months from the occurrence of an **Accident**, **We** will pay the amount stated in the Coverage Schedule of Benefit 6 according to the plan selected as shown in **Your Schedule**.

Coverage 2 – Permanent Disablement

If **You** and/or the **Insured Person** sustains **Bodily Injury** directly resulting in **Permanent Disablement** within twelve (12) calendar months from the occurrence of an **Accident** whilst travelling in, boarding or alighting from **Your Car**, **We** will pay the amount specified hereunder to **You** and/or each **Insured Person**.

SCALE OF BENEFITS

Bodily Injury resulting in	Percentage of Sum Insured
a) Loss of both hands or both feet	100%
b) Loss of sight of eyes (both eyes)	100%
c) Loss of one hand and one foot	100%
d) Loss of either hand or foot and loss of sight of one eye	100%
e) Total paralysis (from the neck down)	100%
f) Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100%
g) Loss of either hand or foot	50%
h) Loss of sight of eye (one eye)	50%
i) Loss of four fingers and thumb in one hand	50%
j) Loss of hearing of both ears	50%
k) Loss of speech	50%
l) Loss of all toes	50%

Any disablement which is not specified under the Scale of Benefits is excluded from this Benefit 6.

When more than one (1) **Bodily Injury** arises from one **Accident**, the maximum percentage of sum insured shall not exceed 100% for **You** or each **Insured Person**. The aggregate of amount all percentages payable in respect of any one **Accident** for **You** or each of the **Insured Person** shall not exceed 100% of the **Sum Insured**.

In the event a total of 100% of the **Sum Insured** of this benefit is paid in one or more **Accidents** during the **Period of Insurance**, all coverage provided under Benefit 6 shall immediately cease to be in force.

All losses that has been paid under Coverage 2 shall reduce the coverage by that amount from the date of that **Accident** until the expiry of **Period of Insurance**.

Coverage 3 – Medical Expenses

If **You** and/or the **Insured Person** sustains **Bodily Injury** due to an **Accident** whilst travelling in, boarding or alighting from **Your Car** and **You** and/or the **Insured Person** requires treatment by a **Physician** or **Surgeon**, confinement in a **Hospital** or the employment of a licensed or graduate nurse, **We** will pay the actual expenses for treatment, hospital charges and nurses fee up to the stipulated limits per **Insured Person** for any one **Accident** as stated in the Coverage Schedule shown in this Benefit 6 up to a period of one hundred and eighty (180) days from the date of the **Accident**.

Coverage 4 – Bereavement Allowance

We will pay the next of kin or legal representative the amount stated in the Coverage Schedule shown in this Benefit 6 in the event of **Your** and/or the **Insured Person's Accidental Death** whilst travelling in, boarding or alighting from **Your Car**.

Coverage 5 – Hospital Income

In the event of a **Bodily Injury** resulting in **You** and/or the **Insured Person** being confined to a **Hospital** as a registered in-patient for more than twenty four (24) hours following the occurrence of an **Accident** involving **Your Car** whilst travelling in, boarding or alighting from **Your Car**, **We** will pay daily cash allowance as specified in the Coverage Schedule shown in this Benefit 6 up to a maximum of thirty (30) days per **Period of Insurance** provided that such **Hospitalisation** occurs within fourteen (14) days of the **Accident**. In the event the **Period of Insurance** is less than twelve (12) months, the thirty (30) days **Hospitalisation** time limit will be apportioned in accordance to the **Period of Insurance**.

Special Provisions (Applicable to Benefit 6 only)

1. Benefit 6 shall not be applicable to any person below the age of 30 days or above the age of 70 years.
2. Benefit 6 of this endorsement pays up to 5 **Insured Persons** (including driver).
3. In the event that the actual number of persons traveling in the vehicle exceeds 5 **Insured Persons** (including driver), **Our** limit of liability per person for all coverages under Benefit 6 will be reduced by the ratio of the actual number of **Passenger(s)** to a maximum of 5 Insured Persons.
4. **Passenger(s)** aged between 30 days old to 15 years old are only entitled to 50% of the benefit **Sum Insured** shown in the Coverage Schedule of this Benefit 6.
5. All coverages under Benefit 6 described in Coverage 1 to Coverage 5 shall cease upon 100% pay-out under Coverage 1 and Coverage 2.

Exclusions (Applicable to Benefit 6 only)

This endorsement does not provide coverage under the following circumstances:

1. Losses caused directly or indirectly, wholly or partly by:
 1. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 2. any other kind of disease; and
 3. medical or surgical treatment (except such as may be necessary solely by injuries covered by this endorsement and performed within the time provided in this endorsement)
2. Suicide or any attempt thereat (sane or insane);
3. Loss occasioned by war, invasion, act of foreign enemy, hostilities, or war like operations (whether war be declared or not), mutiny, civil war, 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, of 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** and/or the **Insured Person** shall, if so required, and as a condition precedent to any liability of **Ours**, prove that the loss did not in any way arise under or through any of above excluded circumstances or causes.
4. While **Your Car** is used for hire, racing, road rally, pace making, speed-testing or for any purpose in connection with motor trade;
5. **You** and/or the **Authorised Driver** does not hold a valid driver's licence under the regulations of the Malaysian Road Transport Department or Court of Law to drive **Your Car**.
6. While **Your Car** is used in the pursuit of illegal business as an unlicensed common carrier;
7. Childbirth or miscarriage or insanity due to any illness or diseases unless caused by the accident while driving, riding, alighting or boarding **Your Car**;
8. If the person driving **Your Car** at the time the accident occurred was intoxicated with drugs or alcohol; and
9. Committing or attempting to commit any unlawful act.

G. BENEFIT 7 – 24-HOUR EMERGENCY TOWING AND ROADSIDE ASSISTANCE (DUE TO BREAKDOWN & ACCIDENT)

You and/or the **Authorised Driver** is entitled to Car Assistance Program Benefits arranged by **Us**, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, within Territorial Limits as stated in the Policy. The services will only be rendered to **Your Car** in the event of **Breakdown or Accident to Your Car** during the **Period of Insurance**. **You/and/or the Authorised Driver** of the **Your Car** must call the 24-Hour Toll Free number **1 800 22 8863** to request for the services below.

If **Your Car Breakdown or Accident** involving **Your Car** happens and it is not possible to repair **Your Car** on the site, **We** or **Our** service provider will assist to tow **Your car**. **You** and/or the **Authorised Driver** is given full flexibility as to where **You** and/or the **Authorised Driver** want **Your Car** towed, either back to **You** and/or the **Authorised Driver's** home or to **You** and/or the **Authorised Driver's** preferred workshop. The emergency towing service due to **Breakdown or Accident** can only be claimable by **You** and/or the **Authorised Driver** for each and every two weeks period during the **Period of Insurance**.

TOWING AND ROAD ASSISTANCE TERRITORIAL LIMITS

TERRITORIAL LIMITS: The twenty-four (24) hours emergency towing services shall be made available in the event **Your Car** is immobilized anywhere in Peninsular Malaysia excluding islands except for Penang and Langkawi. For East Malaysia, the services shall be available in all major towns along the pan Borneo highway and government gazetted roads.

Exclusions (Applicable to Benefit 7 only)

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

1. Services which are not organized or pre-approved directly by **Us** or **Our** service provider;
2. Cost of services which are claimable under Section A3 of this **Policy** (e.g. towing cost in the event of an accident);
3. Any cost on parts and cost of repairs at the workshop or service centre;
4. If **Your Car** is or has been modified for participation in rally and racing or modified against government regulations;
5. Service provision outside the territorial limits stated;
6. Failure of **You** and/or the **Insured Person** of **Your Car** to take reasonable precautions or to follow warnings of any intended strike, riot or civil commotion via the mass media;
7. Any illegal or unlawful act by **You** and/or the **Insured Person** of **Your Car** for any unlawful or illegal purposes;

8. Any commercial vehicle;
9. When the car keys are not available or locked inside **Your Car**;
10. When there is no mechanical part in **Your Car**, such as no engine or transmission;
11. Towing of **Your Car** for the purpose of disposing the vehicle;
12. Towing of **Your Car** for the purpose of transferring the vehicle from one workshop to another;
13. No valid road tax disc displayed on **Your Car**;
14. Where towing is sought for **Your Car** which was stolen and subsequently has been discovered, abandoned or due to vandalism;
15. Towing of **Your Car** that has been dismantled fully or partly in a workshop;
16. Towing of **Your Car** that is greater weight than for which it was designed as stated in manufacturer's specifications.
17. Towing of a car which registration number does not match with the number on the **Policy Schedule**; registered with **the Company** or its service provider;

If **Your Car** suffers a mechanical breakdown or **Accident** and is immobilized on an unpaved road surface or on a road that is not gazetted road of Malaysia.

H. BENEFIT 8 – COMPASSIONATE FLOOD COVER

In the event of damage to **Your Car** due to flood, **We** will pay to **You** a lump sum amount as shown on the Schedule of Benefits for any (1) one **Incident**. **You/and/or the Authorised Driver** must provide to **Us** a copy of the police report on the flood incident and photographs of **Your Car** before and after the repair works.

This benefit will only be payable once per **Period of Insurance**.

CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The due observance and fulfilment of the terms and conditions of this endorsement insofar as they relate to anything to be done or not to be done by the **You/the Authorised Driver** or his/her legal personal representative shall be conditions precedent to any liability of **Us** to make any payment under this endorsement.
2. If as a consequence of the **Accident** to either **You** and/or the **Insured Person** shall sustain an injury and if such injury has been or shall be aggravated by any disability and/or condition which existed prior to the **Accident**, the amount of any compensation payable shall be the amount at **Our** sole and absolute discretion which would have been payable if such condition had not existed and the **Bodily Injury** had not been aggravated as such.
3. Upon the happening of an **Accident** likely to give rise to a claim under this endorsement, **You** shall within fourteen (14) days after the happening of the **Accident** give notice to **Us** with full particulars of the **Accident** and injuries and shall as soon as possible procure and act on proper medical or surgical advice. **You** and/or the **Insured Person** (or **You** and/or the **Insured Person's** legal personal representatives, as the case may be) shall at the expense of **You** and/or the **Insured Person** furnish to **Us** all such information and evidence as may be required by **Us** and **You** shall whenever reasonably required to do so submit to **Us** the medical examination. In the event of **You/and/or the Insured Person's** death, **We** shall be entitled to have a post-mortem examination at **Your** and/or the **Insured Person's** legal representative's expense and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.
4. Compensation for **Your** loss of life and **Medical Expenses** shall be payable to **You** or **Your** legal personal representative. All other compensation of this endorsement which are payable other than to **You** shall be payable directly to the injured **Insured Person** or to such **Insured Person's** legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such **Insured Person**.
All claims falling under this endorsement shall be submitted within the prescribed period as stated in Condition 3 above.
5. In the event **You** disposed **Your Car** either by sale, transfer of ownership, total loss or theft, this endorsement shall cease to operate.
6. This endorsement, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Parties agree that the Malaysian Courts shall have exclusive jurisdiction hereto.
7. All premiums shall be paid in Malaysian Ringgit. In the event that **You** and/or the **Insured Person** shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, **We** shall indemnify **You** and/or the **Insured Person** or his/her legal personal representative in Malaysian Ringgit based on the quoted exchanged rate (open market rate if a free market, official rate if not a free market) at the date **You** and/or the **Insured Person** is discharged from the **Hospital**.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

The following definitions apply:

"Accident or Accidental" shall mean a fortuitous, sudden, unforeseen, unintentional and violent event, resulting directly and independently from the action of a visible external cause which occurs at an identifiable time and place during the **Period of Insurance**.

"Accidental Death" shall mean any death that is due to an **Accident** and not from any natural causes.

"Bodily Injury" shall mean injury caused directly by violent **Accidental**, external and visible means of **You** or the **Insured Person** occurring within twelve (12) months from date of **Accident**.

"Breakdown" shall mean immobilization of **Your Car** due to mechanical or electrical failure, punctured type including but not limited to **Your Car** is out of petrol or the windscreen is shattered.

"Hospital" shall mean an establishment lawfully constituted and registered as a **Hospital** for the care and treatment of sick and injured persons, and which:

- a) has facilities for diagnosis and major surgery;
- b) provides a 24-hour daily nursing service by registered and graduate nurses;
- c) is under the supervision of one or more Physicians; and
- d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescence home or a home for the aged or similar establishments.

"Hospitalisation" shall mean admission to and confinement of a person in a **Hospital** as a registered patient upon the recommendation of a Physician to receive treatment. If the person does not physically stay in the **Hospital** for the whole period of confinement, they shall not be considered as a registered patient.

"Insured Person(s)" shall mean the **Authorised Driver** and/or **Passenger** with **Your** permission driving or riding as passenger boarding or alighting from **Your car**.

"Loss" shall mean

- (a) For loss of limb, hand, foot, thumb, finger or toe: shall mean physical severance or total and irrecoverable loss of use which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.
- (b) For loss of hearing: shall mean total and irrecoverable loss of hearing which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.
- (c) For loss of sight: shall mean total and irrecoverable physical loss of eye or total and irrecoverable loss of sight of the eye which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.
- (d) For loss of speech: shall mean total and irrecoverable loss of speech resulting in the inability to communicate verbally which is medically certified by a **Physician** as beyond remedy by surgical or other treatment.

"Medical Expenses" shall mean actual expenses necessarily incurred for hospitalization, medical, nursing, hospital treatment expenses including cost of emergency dental treatment (but excluding replacement of dentures) following **Bodily Injury**.

"Passenger(s)" shall mean occupants of **Your Car** excluding the **Authorised Driver**.

"Permanent Disablement" shall mean **Bodily Injury** resulting in total disability to **You/ the Insured Person**.

"Physician" or **"Surgeon"** shall mean a registered medical practitioner who is qualified and licensed to practice western medicine in the geographical area in which a service is provided. The Physician or Surgeon must not be **You** and/or the **Insured Person** themselves or **Your** and/or **Insured Persons's** parent, spouse, sibling or child.

"Sum Insured" for the purpose of 'Endorsement 121' shall mean the maximum amount payable for a benefit as specified in the Schedule of Benefits and Coverage Schedule (specifically for Benefit 6).

"Territory Limit" shall mean the coverage is limited to Malaysia, the Republic of Singapore, Thailand and Negara Brunei Darussalam unless specified otherwise under the respective benefits covered in this endorsement.

IMPORTANT NOTICE TO POLICYHOLDER

Every effort will be made by **Us** to fulfill **Our** obligation under the **Policy**. If **You** are unhappy or dissatisfied with **Our** service or have any complaints, **You** may call or write to **Us** at:

Tune Insurance Malaysia Berhad

Complaints Unit
Level 9, Wisma Capital A,
No. 19, Lorong Dungun,
Damansara Heights,
50490 Kuala Lumpur.
Tel: 1800 88 5753
Fax: 603-2094 1366
Website: www.tuneprotect.com
Email: hello.my@tuneprotect.com

If you are not satisfied with the response or the decision of **Ours**, **You** may submit **Your** complaint either to The Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia (BNM).

The following are the contact details for OFS and BNM:

Ombudsman for Financial Services (OFS)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel : 03-2272 2811
Fax : 03-2272 1577
Email : enquiry@ofs.org.my
Website : www.ofs.org.my

Laman Informasi Nasihat dan Khidmat (LINK)

Pengarah
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 03-2174 1515
Email: bnmteelink@bnm.gov.my