

Prepared for: \_\_\_\_\_ Printed Date as: \_\_\_\_\_

**PRODUCT DISCLOSURE SHEET**

(Read this Product Disclosure Sheet before you decide to take up BMW/MINI Extended Warranty Program. Be sure to also read the general terms and conditions.)

**Financial Service Provider** : Allianz General Insurance Company (Malaysia) Berhad. ("Allianz"/"Us"/"We"/"Our")  
**Product Name** : BMW/MINI Extended Warranty Program  
**Policyholder** : BMW Malaysia Sdn. Bhd.

**1. What is the product about?**

This Policy provides coverage in the event of electrical or mechanical failure of the vehicle during the warranty period.

**2. What are the covers/benefits provided?**

This Policy covers mechanical or electrical failure from the below listed components:

**Extended Warranty Plan –**

- Engine
- Gearbox
- Steering

**Extended Warranty Plus Plan-**

- Engine
- Gearbox
- Steering
- Brakes
- Axle Drive and Axle Suspension
- Axle Differential
- Clutch
- Fuel System
- Cooling System
- Airconditioning System
- Exhaust System
- Electrical System
- Safety Systems
- Comfort Electronics System
- Driving Dynamics System

Your duration of cover as an Insured is for one (1) year or two (2) years. Further descriptions to the components covered are listed in the Policy Wording.

**3. How much premium do I have to pay?**

Premiums will be charged based on table set out in [www.bmw.com.my](http://www.bmw.com.my) and exclude any Third Party Assistance fees payable. Please note that for this Policy, the premium is paid by the Policyholder.

**4. What are the fees and charges that I have to pay?**

Type	Amount
Commissions paid to the insurance intermediary (if any)	10% of gross premium
Service Tax	6% of premium

**5. What are some of the key terms and conditions that I should be aware of?**

**(a) Duty of Disclosure**

- **Consumer Insurance Contract**  
Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for **purposes unrelated to your trade, business or profession**, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and/or all the questions required by us fully and accurately and disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated.
- **Non-consumer Insurance Contract**  
Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance for **purposes related to your trade, business or profession**, you have 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 contract, claim denied or reduced, terms changed or varied, or contract terminated.

This Duty of Disclosure for Consumer and Non-consumer Insurance Contract shall continue until the time the contract is entered into, varied or renewed. **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 is inaccurate or has changed.**

**(b) Eligibility**

To be eligible for coverage under this Policy:

- (I) the Named Vehicle must be within either of these categories:
  - (i) **Category A:**  
below five (5) years old and has a mileage reading of is less than one hundred thirty thousand (130,000) kilometers;
  - (ii) **Category B:**
    - (.1) below five (5) years old and has a mileage reading of is equivalent to or is more than one hundred thirty thousand (130,000) kilometers but less than two hundred thousand 200,000 kilometers; or
    - (.2) from five (5) to (9) years old and has a mileage reading which is less than two hundred thousand (200,000) kilometers; and
- (II) the vehicle must fulfill the following conditions:
  - (i) where the vehicle's manufacturer's vehicle warranty" has expired the Policyholder shall inspect such vehicle and if deemed acceptable, shall declare the same for coverage under this Policy; or
  - (ii) where the vehicle's manufacturer's vehicle warranty is still valid, no inspection shall be required by the Policyholder and the Vehicle shall be deemed acceptable and declared for coverage under this Policy.

For the avoidance of doubt, the age of the vehicle shall be calculated from the date the vehicle is first registered with the Road Transport Department of Malaysia.

**i) What are the major exclusions under this policy?**

This Policy does not cover any loss, damage, liability or costs directly or indirectly incurred or caused by or contributed to or arising in respect of or under the following circumstances:

- (a) repairs or replacement of any non-covered component;
- (b) any covered components that require replacement as part of the normal maintenance of the Vehicle including but not limited to spark plugs and leads, glow plugs, belts, filters, hoses, brake and clutch linings, brake pads, disc rotors and/or disc and drum machining, batteries and globes;
- (c) any mechanical or electrical failure covered by any other warranty, entitlement or recall campaign including any manufacturer's vehicle warranty, dealer's statutory warranty and/or repairer's guarantee;
- (d) any mechanical or electrical failure attributable to the abuse or the continued use of the Vehicle after a fault has become evident (including loss of lubricants and coolant);

- (e) any claim where the damage to a covered component was caused by a non-covered component;
- (f) any claim attributable to a failure to follow the vehicle's manufacturer's operating guidelines or a mechanical or electrical failure arising from use of the vehicle beyond the manufacturer's operating limitations;
- (g) whilst the vehicle is used for a purpose for which it is not licensed;
- (h) any modification of a covered component from the manufacturer's specifications;
- (i) damage to any covered component resulting from an impact or road traffic accident, fire, loading beyond the specified vehicle weight rating, theft, vandalism, riot, terrorist acts, war, political risk (e.g. confiscation), criminal acts, explosion, lightning, earthquake, volcanic eruption, windstorm, hail, water, freezing or flood;
- (j) slight irregularities of any covered component not recognized as affecting the quality or function of the vehicle such as slight noise or vibration and defects appearing only under particular or irregular operations;
- (k) normal wear and tear of the covered components;
- (l) where the fault causing the mechanical or electrical failure was evident prior to the expiry of the manufacturer's vehicle warranty or the inception date of the Policy, whichever is earlier;
- (m) any claims where the repair has not been carried out at an authorised service center, unless authorised by the Company prior to the claim;
- (n) any mechanical or electrical failure caused by unauthorised repairs;
- (o) any mechanical or electrical failure caused by detonation, contaminated fuel, or the incorrect grade of fuel;
- (p) any maintenance, adjustment, upgrade, modification and/or re-programming required for any covered component;
- (q) the cleaning of any covered component, including the removal of any carbon or sludge; and
- (r) diagnostic costs which may be incurred in respect of the covered components, unless accepted by the Company as part of an authorised claim;
- (s) if the vehicle has been declared a total loss, salvaged or junk vehicle;
- (t) any consequential loss, damage or liability incurred as a result of a mechanical or electrical failure (including personal liability);
- (u) expenses charged for non-specific materials or shop supplies;
- (v) repairs or replacement of covered components made solely to meet or maintain any governmental emission standards;
- (w) any mechanical or electrical failure caused by misuse, neglect, abuse, negligence and/or lack of normal maintenance or improper servicing;
- (x) any mechanical or electrical failure caused by the use of the incorrect grade, the contamination or and/or the failure to maintain proper levels of any fluids or lubricants;
- (y) any mechanical or electrical failure that can be attributed to the vehicle being fitted with a liquefied petroleum gas ("LPG") unit other than a unit supplied, fitted or endorsed by the manufacturer of the vehicle. Parts expressly excluded for engines running on LPG include but are not limited to airflow meters, fuel pumps, injectors, inlet and exhaust valves, valve guides and/or seats, exhaust systems and all inlet tract components;
- (z) any claims where the Company was not contacted prior to the commencement of the repair or replacement or repairs or replacement where the Company has not issued a work authorisation number;
- (aa) wheels, tyres, paintwork, panelwork and bodywork and their components including but not limited to lamps and lamp units, weather-strips and seals, components made of glass and/or trim or decorative components;
- (bb) interior trim components including but not limited to seats and seat mechanisms, cup holders, ashtrays and related components made of glass and/or decorative components;
- (cc) any claim relating to the excessive use and/or burning of oil where mechanical or electrical failure has occurred and the condition relates to normal wear of the vehicle;
- (dd) exhaust system components including mufflers, pipes and catalytic converters;
- (ee) any mechanical and electrical failure caused by electrolysis; or
- (ff) any tappings, threads and/or fixing and fastening devices.

**ii) Can I cancel my policy?**

- (a) Termination by You as the "Insured"

If you give notice to the Company to terminate the Warranty Certificate issued to you, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever

is the earlier. For the avoidance of doubt, no premium shall be refunded to you in the event the Warranty Certificate is terminated.

(b) Termination by the Policyholder

If the Policyholder gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. Notwithstanding this, the Warranty Certificate issued to you as the Insured prior to the termination of this Policy shall continue to subsist and shall expire on the last date of the Warranty Period as stated in the respective Warranty Certificate.

Where a vehicle suffers a total loss or is stolen during the subsistence of its Warranty Period, the Policyholder may give notice to the Company to terminate the Warranty Certificate issued for such vehicle and fifty per cent (50%) of the premium paid in relation to the vehicle shall be refunded to the Policyholder provided always that the Company has not paid any claims under this Policy in respect of such vehicle and subject to the Company's receipt of documentary evidence of the total loss or theft of the vehicle, as the case may be. The termination shall become effective on the date the notice of termination is received or on the date specified in such notice, whichever is the earlier.

(c) Termination by the Company

The Company may give notice of termination of this Policy if there is a breach by the Policyholder of any of its obligations under this Policy, or of the individual Warranty Certificates if the condition in Section 4.1 applies, as the case may be, by registered post to the Policyholder or the Insured, respectively, at his or her last known address. Such termination shall become effective seven (7) days following the date of such notice.

Where the Company terminates this Policy, the Warranty Certificates issued to the Insured prior to the termination of this Policy shall continue to subsist and shall expire on the last date of the Warranty Period as stated in the respective Warranty Certificates.

Where the Company terminates an individual Warranty Certificate for which Premium has been paid for any period beyond the date of termination of such Warranty Certificate, the pro-rata Premium shall be refunded to the Policyholder provided that no claim has been made during the Warranty Period then subsisting.

(d) Automatic Termination

Unless renewed for a subsequent period as agreed by the Company and the Policyholder, this Policy shall lapse/terminate at 11.59pm (standard Malaysian time) on the last day of the Policy period. Notwithstanding this, the Warranty Certificates issued prior to the expiry of this Policy shall continue to subsist and shall expire on the Expiry Date accordingly.

**iii) What do I need to do if there are changes to my contract/personal details?**

It is important that you inform us of any changes in your contact and personal details to ensure that all correspondence reach you in a timely manner. You may inform our branch office or our customer service department or BMW Malaysia BMW authorized dealer directly for any changes.

**iv) How do I make a claim?**

You may contact your BMW authorized dealer for further information on making a claim.

**v) Where can I get further information?**

Should you require additional information about this Policy, please refer to the booklet from BMW Malaysia, provided for physically at authorized BMW dealers or you can obtain a copy via <https://www.bmw.com.my>.

**IMPORTANT NOTE:**

YOU MUST ENSURE THAT YOUR VEHICLE IS INSURED AT THE APPROPRIATE AMOUNT AS IT WILL AFFECT THAT AMOUNT YOU CAN CLAIM. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE INSURANCE INTERMEDIARY OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is valid as at 09/2023.