



**ALLIANZ GENERAL INSURANCE COMPANY (MALAYSIA) BERHAD (735426-V)**  
**Menara Allianz Sentral, 203 Jalan Tun Sambanthan, Kuala Lumpur Sentral,**  
**50470 Kuala Lumpur**

**GROUP PERSONAL ACCIDENT INSURANCE SCHEME FOR**

**BMW CREDIT (M) SDN BHD**

**ULTIMATE PROTECTION INSURANCE**

**MASTER POLICY NO: 19PPJ0000881-00**

**WHEREAS** the **Policyholder** described in the **Schedule** hereto (hereinafter referred to as “the **Policyholder**”) by a proposal and declaration (date as stated in the **Schedule**), which shall be the basis of this contract and is deemed to be incorporated herein, has applied to **Allianz General Insurance Company (Malaysia) Berhad (735426-V)** (hereinafter called “**the Company**”) for the insurance hereinafter contained (“**Insurance**”) and has paid or agreed to pay the premium stated in the **Schedule** as consideration for such Insurance.

**NOW THIS POLICY WITNESSETH** that if at any time during the **Period of Insurance** stated in the **Schedule** hereto or during a further period for which the Company may accept payment for the renewal of this Policy, the **Insured Person(s)**, who is a registered owner of a vehicle (hereinafter referred to as “the **Named Vehicle**”) as described in the **Schedule** or a driver and/or passenger(s), who, with the permission of the registered owner of the Named Vehicle is driving or riding as a passenger, boarding or alighting from the **Named Vehicle**, sustains injuries caused solely and directly by accidental means, **THEN** the Company shall pay the sum or sums of money specified in the **Schedule** and in accordance to the benefits herein subject always to the terms, exclusions, provisions and conditions hereinafter contained.

**Part 1 – Definitions**

**Accident** means any sudden or unexpected and violent event, resulting directly and independently from the action of an external cause.

**Eligible or Eligibility** refers to the age of eligibility for the Insured Person to qualify for cover under this Policy which shall be eighteen (18) years old to eighty (80) years old (both ages inclusive at the time of proposal) for the registered owner of the Named Vehicle and any other driver of the Named Vehicle authorised by the registered owner, and fifteen (15) days old and above (at the time of proposal) for Passenger(s) travelling in the Named Vehicle.

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

**Injury or Injuries** means bodily injury (ies) caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.



**Insured Person(s)** shall mean the registered owner of the **Named Vehicle**, any other driver of the **Named Vehicle** authorised by the registered owner and passenger(s) travelling in the **Named Vehicle** who are Eligible for coverage under this Policy.

**Total Permanent Disablement** shall mean the **Insured Person** is rendered completely incapable of attending to any part of his ordinary profession, business or occupation. This benefit is only payable if the **Insured Person** furnishes the Company with the original medical report issued by a qualified medical practitioner confirming the disability.

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

**Policyholder** means a corporate body as described in the **Schedule** to whom this **Policy** has been issued to cover the **Insured Person(s)**.

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

**Premium** means any amount **We** require **You** to pay under the Policy and includes Government charges

**Rim** means the rim of the wheels on Your motor vehicle, excluding any other part of the wheel assembly such as the wheel hub, brakes, bearing or axle.

**Schedule** means the **Policy Schedule** where the benefits and **Sum Insured** are stated.

**Sum Insured** means the amount of benefit payable as stated in the **Schedule**.

**We, Our and Us** means the Company.

**You and Yours** means the person(s) named on the **Schedule** as the Insured Person(s).

## **Part 2 - Benefits**

### **Benefit A – Death or Total Permanent Disablement Benefit**

In the event of an **Accident** involving the **Named Vehicle** causing an Injury that results in the **Death** of the **Insured Person(s)** within three hundred sixty five (365) days from the date of the **Accident**, the Company will pay the Death benefit according to the percentage of the **Sum Insured** as stated in the **Schedule** and the table below.

In the event of an **Accident** involving the **Named Vehicle** causing an Injury does not result in the death of the **Insured Person(s)** within three hundred sixty five (365) days from the date of the **Accident** but results in any of the following losses, the Company will pay the Total Permanent Disablement benefit according to the percentage of the **Sum Insured** for the relevant type of loss as stated in the **Schedule**.

	<b>Percentage of Sum Insured</b>
<b>Death</b>	100%
<b>Total Permanent Disablement</b>	
Loss of two limbs	100%
Loss of both hands or of all fingers and both thumbs	100%
Loss of sight of both eyes	100%
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg	100%
	at hip 100%
	between knee and hip 100%
	below knee 100%
Eye: Loss of	whole eye 100%
	all sight in one eye 100%
	sight except perception of light 50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	both phalanges 30%
	one phalanx 15%
Loss of index finger	three phalanges 15%
	two phalanges 10%
	one phalanx 5%
Loss of middle finger	three phalanges 8%
	two phalanges 5%
	one phalanx 3%
Loss of ring finger	three phalanges 6%
	two phalanges 5%
	one phalanx 3%
Loss of little finger	three phalanges 5%
	two phalanges 4%
	one phalanx 3%
Loss of metacarpals	first or second (additional) 4%
	third, fourth or fifth (additional) 3%
Loss of toes	All 20%
	great, both phalanges 8%
	great, one phalanx 3%
	other than great, if more than one toe lost, each 2%

Permanent loss of hearing in both ears and speech		100%
Loss of hearing	both ears	75%
	one ear	15%
Loss of speech		50%
Shortening of arm	more than 1" up to 2"	2.5%
	more than 2" up to 4"	5%
	more than 4"	12.5%
	more than 1" up to 2"	5%
Shortening of leg	more than 2" up to 4"	10%
	more than 4"	25%

Where the Injury is not specified, the Company reserves the right to adopt a percentage of the **Sum Insured** for the disablement caused by the said Injury which, in its opinion, is not inconsistent with the provisions of the above scale.

Permanent Total Loss of Use of Member shall be treated as loss of member. Loss of Speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable under Benefit A in respect of any one **Accident** shall not exceed one hundred per cent (100%) of the **Sum Insured**.

Each payment made under this Benefit A for each category of loss in the table above shall reduce the **Sum Insured** by that amount from the date of **Accident** until the expiry of the **Period of Insurance**.

In the event of a total of one hundred per cent (100%) of the **Sum Insured** having been paid during the **Period of Insurance**, all coverage under Benefit A hereunder shall immediately cease to be in force.

#### **Benefit B – Key Care**

In the event the car keys to the **Named Vehicle** are lost, stolen or broken due to snatch theft or a house break-in, the Company will reimburse the registered owner of the **Named Vehicle** the actual expenses incurred in replacing one (1) set of the said car keys up to the amount stated in the **Schedule**, for the **Period of Insurance** provided the replacement keys are purchased from a repairer authorized by the manufacturer of the Named Vehicle ("**BMW Authorised Repairer**"). A police report must be lodged within twenty four (24) hours of occurrence of the snatch theft or house break-in.

#### **Benefit C – Vehicle Break-in**

In the event of loss or damage to the Personal Effects of the registered owner of the **Named Vehicle** due to a break-in of the **Named Vehicle** or robbery when the registered owner of the **Named Vehicle** is in the **Named Vehicle**, the Company will pay to the registered owner of the **Named Vehicle** the actual expenses incurred in repairing or replacing such Personal Effects up to the amount stated in

the **Schedule**, for the **Period of Insurance**, subject to a police report being lodged within twenty four (24) hours of occurrence of the break-in or robbery.

The original receipts for the expenses incurred in repairing or replacing the lost or damaged Personal Effects and proof of ownership of the lost or damaged Personal Effects must be submitted to the Company for reimbursement.

For purposes of this Policy contract, “Personal Effects” shall comprise the following:

- (a) Smart Tag;
- (b) Touch n Go card;
- (c) national registration identity card (“NRIC”);
- (d) driver’s licence;
- (e) credit or charge cards;
- (f) access cards;
- (g) eye glasses;
- (h) hand phone;
- (i) wallet;
- (j) handbag;
- (k) purse;
- (l) keys except keys to the **Named Vehicle**;
- (m) shoes;
- (n) camera; and
- (o) laptop.

A break-in of the **Named Vehicle** or robbery of the registered owner of the **Named Vehicle** shall be deemed to have occurred in the following situations:

- (i) where theft is committed by way of actual forcible and violent entry upon the **Named Vehicle**; or
- (ii) armed robbery or robbery with violence, whilst the registered owner of the **Named Vehicle** is in the **Named Vehicle**.

In the event that the full amount stated in the **Schedule** for this benefit is paid during the **Period of Insurance**, this coverage under Benefit C shall immediately cease to be in force.

#### **Benefit D – Special Relief**

In the event of a claim following the total loss or theft of the **Named Vehicle**, the registered owner of the **Named Vehicle** will receive the amount of Ringgit Malaysia Ten Thousand (RM 10,000.00) only. Upon payment of this benefit, all coverage under this **Policy** shall cease to be in force.

The **Special Relief** benefit will only be payable provided a police report is made within twenty four (24) hours of the total loss or theft of the **Named Vehicle** and the registered owner of the **Named Vehicle** submits to the Company proof that a claim is payable for such total loss or theft under the existing motor policy for the **Named Vehicle**. For the avoidance of doubt, the **Named Vehicle** must be insured under a Private Car Comprehensive Motor Policy or Third Party Fire and Theft Motor Policy.

### **Benefit E – Compassionate Flood Cover**

In the event of damage to the **Named Vehicle** due to flood, the Company will pay to the registered owner of the **Named Vehicle** the actual expenses incurred in repairing and towing the **Named Vehicle** up to the amount stated in the **Schedule** for the **Period of Insurance** provided that the repair work is done by a BMW Authorized Repairer. A copy of the police report on the flood incident, original receipts for the expenses incurred and photographs of the **Named Vehicle** before and after the repair works must be submitted to the Company for reimbursement. The towing assistance under this **Compassionate Flood Cover** benefit is limited to Ringgit Malaysia Two Hundred (RM 200.00) only for every claim made under Benefit E, for the **Period of Insurance**. Where the damage due to flood and towing expenses are already covered by an existing motor policy, this **Compassionate Flood Cover** benefit shall not apply. The police report is to be made within twenty four (24) hours of occurrence.

In the event that the full amount stated in the **Schedule** for this benefit is paid during the **Period of Insurance**, this coverage under Benefit E shall immediately cease to be in force.

### **Benefit F – Rim**

In the event any **Rim** on the **Named Vehicle** is damaged or warped as a result of a blowout or as a result of it being driven over potholes, curbs or other road debris, the Company will pay to the **Insured Person** the cost of the repairs or replacement of the damaged **Rim** only, up to the maximum amount as shown in the **Schedule** for any one incident provided that the repair work is done by a BMW Authorized Repairer. The original receipts for such repairs or replacement must be submitted to the Company for reimbursement. Where the damage to the **Rim** is already covered by an existing motor policy, this **Rim** benefit shall not apply.

### **Benefit G – Hire Purchase Loan Repayment**

In the event the registered owner of the **Named Vehicle** is an individual who purchased the **Named Vehicle** by way of hire-purchase under the Hire-Purchase Act 1967 (“HP Loan”) from a licensed financial institution (“Financier”) then in the event of the **Death** or **Total Permanent Disablement** of the registered owner of the **Named Vehicle** caused directly by an **Accident** that occurred during the **Period of Insurance**, this Hire Purchase Loan Repayment benefit will be payable to reduce or settle the outstanding HP Loan(as at the date of the said **Accident**) for the **Named Vehicle**.

Under this Hire Purchase Loan Repayment benefit, the Company will pay to the Financier directly, an amount equivalent to the aggregate of six (6) monthly HP Loan repayments subject to the limit as stated in the **Schedule** or the outstanding balance of the HP Loan as at the date of the **Accident**, whichever is lower and such payment made shall discharge the Company’s obligation under this benefit in full.

For the avoidance of doubt, where the owner of the **Named Vehicle** suffers **Total Permanent Disablement**, Benefit G shall only be payable if the percentage of the **Sum Insured** payable to the owner of the **Named Vehicle** for such **Total Permanent Disablement** is one hundred per cent (100%).



In the event that payment is made under Benefit G during the **Period of Insurance**, all coverage under this **Policy** shall immediately cease to be in force.

#### **Benefit H – Guaranteed Asset Protection (GAP Benefit)**

In the event a claim is made by the registered owner of the **Named Vehicle** for a total loss or theft of the **Named Vehicle**, this benefit will be payable to the registered owner of the **Named Vehicle** to reduce or settle the difference between the sum payable for the total loss or theft claim under the existing motor policy (“Existing Insured Sum”) and the outstanding HP Loan amount owing to the Financier, up to the amount stated in the **Schedule** (“Difference”). This benefit is only payable if the outstanding HP Loan amount is higher than the Existing Insured Sum.

Under this Guaranteed Asset Protection benefit, the Company will pay the Difference to the Financier directly and such payment made shall discharge the Company’s obligation under this benefit in full.

In the event that payment is made under Benefit H during the **Period of Insurance**, all coverage under this **Policy** shall immediately cease to be in force.

If the registered owner of the **Named Vehicle** qualifies for both the Hire Purchase Loan Repayment benefit and the Guaranteed Asset Protection benefit, the Hire Purchase Loan Repayment benefit will be paid first.

In order to make a claim for Benefits G and H, the registered owner of the **Named Vehicle** or where the registered owner of the **Named Vehicle** has passed away, his/her legal representative must submit the following to the Company:

- (a) a copy of the vehicle registration card of the **Named Vehicle**;
- (b) a copy of the duly executed HP Loan agreement;
- (c) a copy of the police report on the **Accident**, total loss or theft;
- (d) a copy of the death certificate of the registered owner of the **Named Vehicle** (where the **Accident** resulted in the death of the registered owner of the **Named Vehicle**);
- (d) the HP Loan balance statement duly certified by the Financier evidencing the outstanding balance of the HP Loan as at the date of **Accident** or in the case of a claim made under Guaranteed Asset Protection benefit, as at the date of claim; and
- (e) any other documents as may be required by the Company.

#### **Benefit I - Scratch and Dent**

In the event of damage to the **Named Vehicle** due to minor accidental scratches and dents to the external body panels of doors, boot and bonnet of the **Named Vehicle**, the Company will pay to the **Insured Person** the actual expenses incurred in repairing the **Named Vehicle** for any one incident up to the amount stated in the **Schedule** for the Period of Insurance, provided that the repair work must be done by a BMW Authorized Repairer. The original receipts for expenses incurred and photographs of the **Named Vehicle** before and after the repair works must be submitted to the Company for reimbursement.



This **Scratch and Dent** benefit covers the following:

- (a) Scratches not exceeding 150 mm in length and 3mm in depth, and within a single body panel; and
- (b) Dents not exceeding 150mm in diameter and within a single body panel.

This **Scratch and Dent** benefit will not cover the following:

- (a) A vehicle with a non standard or custom paint finish including but not limited to self-healing paint, chrome illusion paint, two tone paint, or matte finishes;
- (b) Any minor body damage that in the opinion of the approved repairer cannot be repaired using a smart repair or will require the work to be completed by a body shop. This includes cracked or flaking paint, or where the metal bodywork has been exposed;
- (c) Any minor body damage which extends across more than a single external panel;
- (d) Minor body damage as a result of a road traffic Accident or collision;
- (e) The deductible stated on the policy schedule;
- (f) Damage which is situated on the Named Vehicle's roof, bumper, tyres, headlamps, lights, glass and wheels;
- (g) Claim(s) not reported to the claims administrator within fourteen (14) days of the damage occurring;
- (h) Minor body damage caused by general wear and tear, hail, rust, corrosion, pitting, or paintwork discolouration or variation in paint colour or finish due to age of the Named Vehicle;
- (i) Minor body damage present prior to the commencement of this Policy;
- (j) Where the Named Vehicle is located outside of the territorial limit of this Policy;
- (k) Damage caused by cleaning, or the application of wax or paint sealant or protective films or liquids; and
- (l) Damage caused by stickers, decals, strips, and vinyl wraps;

In the event that the full amount stated in the Schedule for this benefit is paid during the Period of Insurance, this coverage under Benefit I shall immediately cease to be in force.

Each valid claim is subject to twenty per cent (20%) deductible of the claims amount.

Where the damage due to scratch and dent is already covered by an existing motor policy, this Scratch and Dent benefit shall not apply.

### Part 3 - Special Provisions

1. The **Death** and **Total Permanent Disablement** benefit covers the **Insured Person** specified in the **Schedule** for motor vehicle **Accidents** involving the **Named Vehicle**. However, such coverage will not be effective if death or total permanent disablement is directly or indirectly caused by or in connection with the following:



- (a) provoked murder or assault;
  - (b) while committing or attempting to commit any unlawful or illegal act;
  - (c) ionization, radiation or contamination by radioactivity or nuclear weapons or material; or
  - (d) driving/riding without a valid licence.
2. In the event that the actual number of passenger(s) exceeds the seating capacity number stated in the **Schedule** of the **Policy**, the Company's 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. This limitation shall not apply to the driver of the **Named Vehicle**.
3. Passenger(s) aged between fifteen (15) days to fifteen (15) years are only entitled to receive fifty per cent (50%) of the sum to be paid under the **Death** or **Total Permanent Disablement** benefit under Benefit A provided herein.

#### 4. **Part 4 - Conditions**

The Policy and **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** shall bear such meaning wherever it may appear.

##### 1. **Premium Payment**

The Policyholder shall provide the Company on a monthly basis the relevant details of the registered owner and the Named Vehicle that are to be covered under this Policy. Payment of premium in respect of this **Policy** shall be made prior to the commencement of coverage and/or renewal date. The Company's acceptance of premium shall constitute its consent to renewal. Any increase or reduction of premium as well as amendments of coverage or decline of renewal shall be communicated in writing by the Company thirty (30) days from the effective date of the **Policy**.

##### 2. **Condition precedent to Liability**

The due observance and fulfillment of the terms and conditions of this **Policy** insofar as they relate to anything to be done or not to be done by the **Insured Person** or his/her legal personal representative shall be conditions precedent to any liability of the Company to make any payment under this **Policy**.

##### 3. **Notice**

All notices required to be given by the **Insured Person** to the Company must be in writing addressed to the nearest local branch or agency of the Company and no alteration in the terms



of this **Policy** or any **Endorsement** thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Company.

#### 4. **Misstatement or Omission**

If the proposal or declaration of the **Policyholder** is untrue in any respect or if any material fact affecting the risk is incorrectly stated therein or omitted therefrom or if this **Policy** or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any false declaration or statement shall be made in support thereof, then in any of these cases this **Policy** shall be voidable. If any claim made by the **Insured Person** is fraudulent or exaggerated, the coverage provided to the **Insured Person** shall be voidable.

#### 5. **Discharge of Liability**

Any receipt or discharge which the **Insured Person** or his/her legal personal representative may grant to the Company for any **Sum Insured** or compensation under this **Policy** shall be deemed a final and complete discharge of all liabilities of the Company in respect of any and every Injury or contingency (including death) resulting to the **Insured Person** in consequence of the **Accident** whether resulting before or after the date of such receipt or discharge.

#### 6. **Notice of Claims**

(a) Upon the happening of an **Accident** likely to give rise to a claim under this **Policy**, the **Insured Person** shall within fourteen (14) days after the happening of the **Accident** give notice to the Company with full particulars of the **Accident** and **Injuries** and shall as soon as possible procure and act on proper medical or surgical advice. The **Insured Person** (or the **Insured Person's** legal personal representatives) shall at the expense of the **Insured Person** furnish to the Company all such certificates, information and evidence as may be required by the Company and the **Insured Person** shall whenever reasonably required to do so submit to medical examination on behalf of the Company at the Customer's cost and expense. In the event of the death of the **Insured Person**/driver and/or passenger(s), the Company shall be entitled to have a post-mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

(b) All claims falling under this **Policy** shall be submitted within the prescribed period as stated in Condition 6(a) above.

7. Compensation for loss of life of the **Insured Person** or his/her immediate family members shall be payable to the **Insured Person** or his/her legal personal representative (if the **Insured Person** is not married, the family members would be his/her parents, sisters and brothers. If the **Insured Person** is married the family members would be his/her spouse and children). All other compensation of this Policy which are payable other than to the **Insured Person** or to his/her immediate family members shall be payable directly to the injured driver and/or passenger(s) or to such driver's and/or passenger's legal personal representative whose receipt shall be a full discharge of any claim for the **Injury** or death of such driver and/or passenger(s).

## 8. Termination of Policy

### (a) 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.

In the event premium has been paid for any period beyond the date of termination of this **Policy**, the Company's short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting.

The following scale of short period rates shall apply:

#### **Period Insured Percentage of Annual Premium to be Charged**

2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

### (b) Termination by the Company

The Company may give notice of termination by registered post to the Policyholder or the registered owner of the Named Vehicle, as the case may be, 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 certificates of insurance issued to the Insured Person under this Policy prior to the termination of this Policy shall continue to subsist and shall expire on the last date of the Period of Insurance as stated in the respective certificates of insurance.

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

### (c) Automatic Termination

- (i) This **Policy** shall lapse/terminate at midnight (standard Malaysian time) on the last day of the **Period of Insurance**;
- (ii) All coverage provided in this Policy shall cease to be in force upon the termination of the certificate of insurance issued to the registered owner of the Named Vehicle or expiry of the applicable Period of Insurance.

## 9. Sale/Transfer of Ownership

In the event the registered owner of the **Named Vehicle** shall have disposed of the **Named Vehicle** as specified in the **Schedule** either by sale or transfer of ownership, this **Policy** shall cease to be in force. The Company upon written request of the registered owner of the **Named Vehicle** and surrender of the original certificate of insurance issued to such registered owner shall cancel the certificate of insurance and the premium to which the **Policyholder** shall be entitled for the unexpired **Period of Insurance** shall be in accordance to the Company's short period rates.

#### 10. **Applicable Law**

This **Policy**, 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 Malaysian Courts shall have exclusive jurisdiction hereto. No action at law or in equity shall be brought to recover on this **Policy** prior to the expiration of ninety (90) days after proof of claim has been filed in accordance to the requirement of this **Policy**.

#### 11. **Change of Address and Particulars**

The **Policyholder** shall give immediate notice to the Company of any change in his/her name, residence, business or occupation.

#### 12. **Alterations**

The Company reserves the right to amend the terms and conditions of this **Policy** and such alteration of this **Policy** shall only be valid if authorized by the Company and endorsed hereon.

#### 13. **Territorial Limit**

The territorial limit of this **Policy** is within Malaysia, Singapore, Brunei and Thailand only.

#### 14. **Duty of Disclosure**

##### (a) **Consumer Insurance Contract**

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the **Policyholder** had applied for this Insurance wholly for **purposes unrelated to the Policyholder's trade, business or profession**, the **Policyholder** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the **Policyholder** knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in the avoidance of the contract, a denial or reduction in claims, change or variation of terms, or termination of the contract. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.**

##### (b) **Non-Consumer Insurance Contract**

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the Policyholder had applied for this Insurance **for purposes related to Policyholder's trade, business or profession**, the **Policyholder** had a duty to disclose any matter that the **Policyholder** knows to be relevant to the Company's 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 the avoidance of the contract, a denial or reduction of claims, change or variation of terms, or termination of the contract.

This duty of disclosure continued until the time the contract was entered into, varied or renewed.

- (c) The **Policyholder** also has a duty to tell the Company immediately if at any time, after this **Policy** contract has been entered into, varied or renewed with the Company, any of the information given for this **Policy** contract is inaccurate or has changed.

## 15. Goods and Services Tax impact on Claims Settlement

### Claims Settlement

The Company will pay the **Insured Person's** claim inclusive of the Goods and Services Tax on items which are taxable supplies, up to the limit of the **Sum Insured** provided in the **Schedule**.

In the event that the **Insured Person** is entitled to claim for the Input Tax Credit and if the Company makes a payment under this **Policy** as compensation to the **Insured Person**, the Company will reduce the amount of the payment by deducting the **Insured Person's** Input Tax Credit entitlement irrespective of whether the **Insured Person** has or has not claimed the Input Tax Credit, up to the limit of the **Sum Insured** provided in the **Schedule**.

## Part 5 - General Exclusions

This Policy does not provide coverage in respect of or under the following circumstances:

1. Pre-existing illness;
2. Any bodily Injury which shall result in hernia or any intentionally self-inflicted Injury;
3. Loss caused directly or indirectly, wholly or partly by:
  - (a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound); and
  - (b) any other kind of disease;
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. The **Insured Person**/driver and/or passenger(s) shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of above excluded circumstances or causes;

5. Suicide or any attempt thereat (sane or insane);
6. Any commercial vehicle;
7. Childbirth or miscarriage or insanity unless caused solely and directly by accidental means to the **Insured Person**/driver and/or passenger(s) while driving, riding, alighting or boarding the **Named Vehicle** or any illness or diseases;
8. **Insured Person**/driver does not hold a valid driver's licence to drive the **Named Vehicle** or is not qualified for holding or obtaining a valid driver's licence under the regulations of the Malaysian Road Transport Department or Court of Law. All benefits pursuant to this **Policy** shall not apply to the passenger(s) in the **Named Vehicle** whilst the vehicle is being driven by such **Insured Person**/driver. Provided Always That this will not apply if the Insured Person/driver has an expired driver's licence but is not disqualified from holding or obtaining such licence under the Road Transport Department or any other relevant laws;
9. While committing or attempting to commit any unlawful and illegal act;
10. The Insured Person / 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 the Insured Person/driver is incapable of having proper control of the Named Vehicle. The Insured Person / driver shall be deemed as incapable of having proper control of the Named Vehicle if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of the Insured Person / 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;
11. While the **Named Vehicle** is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with the motor trade;
12. While the **Named Vehicle** is used for illegal business pursuits as an unlicensed common carrier;
13. Any form of wear and tear damage to the **Named Vehicle**;
14. Any other damages to the **Named Vehicle**, other than that directly caused by flood;
15. Loss of or damage to medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books unless specifically included in the **Schedule**;
16. Loss or damage arising whilst the **Named Vehicle** are unoccupied for a period exceeding thirty (30) consecutive days or are occupied otherwise than as stated in the **Schedule**, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid; or

17. Loss or damage due to theft (except as covered in the relevant Benefits herein) or to any attempt thereat by any of the **Insured Person's** family, business staff or domestic servants, or any person lawfully in the **Named Vehicle**.

**Important Notice**

**Cash Before Cover**

It is a fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by the Company before cover commences. If this condition is not complied with, then this Contract of Insurance is automatically null and void.

**This Policy and its conditions should be examined and if incorrect returned at once for alteration.**

To Attach Schedule Here /  
*Kepilkan Jadual Di Sini*