

# My Smart Car Insurance

## Enhanced Private Car

Policy Wording

CHUBB®

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### Policy Wordings

#### Section 1: Our Agreement

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This **Policy** is issued in consideration of the payment of Premium as specified in the **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**.

#### What Makes Up This Policy

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Insurance does not cover **You** against everything that can happen.

Please read **Your Policy** carefully to make sure **You** understand what it covers, the terms and conditions applicable and make sure **You** are satisfied with this insurance. The **Schedule** and wordings should be examined by **You**, and if incorrect please return at once for alteration.

The headings do not form part of the **Policy** wording. The **Policy**, **Schedule** and **Endorsements** must be read together as they form **Your** insurance contract.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are not protected or covered.

Some words and expressions have been printed out in bold because they have been given specific meaning in the **Policy**. You will find their meaning in the Definitions Section of this **Policy**.

The coverage provided under this **Policy** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of the **Policy**.

## Section 2 : Definitions

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 terms shall have the meanings as defined below:

<b>Term</b>	<b>Meaning</b>
<b>Accessories</b>	This refers to the manufacturer's standard factory-fitted tools of the <b>Car</b> including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the <b>Schedule</b> .
<b>Accident or Accidental</b>	This means a sudden, unforeseen and fortuitous event that happens by chance and could not have been expected by the <b>Authorised Driver</b> or <b>You</b> (as the case may be).
<b>Act of Terrorism</b>	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 organization(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.
<b>Adjuster</b>	This refers to a person or entity registered under the Financial Services Act 2013 who is appointed by <b>Us</b> to investigate the cause and circumstances of a loss and to determine the amount of loss.
<b>Authorised Driver</b>	This refers to any person who drives <b>Your Car</b> with <b>Your</b> 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.
<b>Car</b>	This refers to the motor vehicle described in the <b>Schedule</b> and includes the manufacturer's standard options and <b>Accessories</b> fitted to it and any other non-standard options or descriptions that are specifically listed in the <b>Schedule</b> .
<b>Certificate of Insurance</b>	This certificate is a prescribed form that <b>We</b> are required to issue to <b>You</b> under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the <b>Policy</b> is issued.
<b>Chubb Panel Repairer</b>	This refers to motor repair workshops approved by Us that We have given You a special permission to use, for a claim. You can find the list of these repairers at Our corporate website <a href="http://www.chubb.com/my">www.chubb.com/my</a> or our call center at 1300 88 0128.
<b>Cheating</b>	<p>This follows the meaning as defined under Section 415 of the Penal Code which is as follows:</p> <p>Whoever by deceiving any person, whether or not such deception was the sole or main inducement:</p> <ol style="list-style-type: none"><li>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</li><li>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</li></ol>

	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”.
<b>Criminal Breach of Trust</b>	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 “ <b>Criminal Breach of Trust</b> ”.
<b>Endorsement</b>	This refers to the document that <b>We</b> issue to <b>You</b> to confirm any changes or extensions of the coverage to the basic <b>Policy</b> .
<b>Excess</b>	This refers to the amount that must be borne by <b>You</b> first for each claim. The amount of the <b>Excess</b> is shown in the <b>Schedule</b> . <b>You</b> have to pay the <b>Excess</b> irrespective of who is at fault in the <b>Incident</b> .
<b>Household</b>	This refers to all members of <b>Your</b> or <b>Your Authorised Driver’s</b> immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with <b>You</b> in the case of <b>Your</b> immediate family, or with <b>Your Authorised Driver</b> , in the case of his immediate family.
<b>Incident</b>	Any event which could lead to a claim under this <b>Policy</b> .
<b>Limitations as to Use</b>	According to <b>Your Certificate of Insurance (CI)</b> , <b>Your Car</b> can only be used for “Social, domestic and pleasure purposes and for the policyholder’s business”. The <b>CI</b> also states that “The <b>Policy</b> 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”.
<b>Market Value</b>	This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to <b>Your Car</b> at the time of loss. The <b>Market Value</b> of <b>Your Car</b> at the time of loss would be determined according to the terms of the option that <b>You</b> had chosen at the time <b>You</b> purchased this <b>Policy</b> . If <b>You</b> had opted for a <b>Market Valuation System</b> to determine <b>Your Sum Insured</b> then the <b>Market Value</b> would be based on that <b>Market Valuation System</b> . However, if <b>You</b> had not opted for a <b>Market Valuation System</b> then the <b>Market Value</b> of <b>Your Car</b> in the event of dispute would be determined by the Head Office of the <b>Car</b> franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of <b>Your Car</b> at the time of loss. If this valuation is not available or appears in <b>Our</b> opinion to be unduly low or high then valuation will be determined by an <b>Adjuster</b> agreed by both <b>You</b> and <b>Us</b> .
<b>Market Valuation System</b>	This refers to the motor vehicle <b>Market Valuation System</b> approved by Persatuan Insurans Am Malaysia (PIAM) to determine the <b>Market Value</b> of <b>Your Car</b> at the time <b>You</b> purchased / renewed this <b>Policy</b> as well as at the time of the loss. <b>You</b> can opt to use the valuation recommended by this system as the <b>Sum Insured</b> to avoid the consequences of under-

	insurance as described in Section 4.1.3(v) of this <b>Policy</b> . Alternatively, <b>You</b> may choose to determine the <b>Sum Insured Yourself</b> but <b>You</b> would be subject to Section 4.1.3(v) of this <b>Policy</b> if <b>You</b> are under-insured.
<b>Minimum Premium</b>	The minimal premium described in the <b>Schedule</b> (if any).
<b>Motor Benefits</b>	This refers to the benefits in Sections 4.1 (Loss or Damage to Your Car) and 4.2 (Liability to Third Party) of this <b>Policy</b> , including any <b>Endorsements</b> purchased for Sections 4.1 and/or 4.2, but not including the following <b>Endorsements</b> : a) <b>Endorsement 89</b> : Cover for Windscreens, Windows and Sunroof; b) <b>Endorsement 97</b> : Separate Cover for Accessories fixed to Your Car.
<b>Named Driver</b>	This refers to the persons named in the <b>Policy</b> who are authorised by <b>You</b> to drive <b>Your Car</b> . The compulsory <b>Excess</b> of RM 400 stated in Section 4.1.3(vii) of this <b>Policy</b> will not apply if <b>Your Car</b> is driven by a <b>Named Driver</b> provided they hold a valid full driving license 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 <b>Incident</b> .
<b>Ombudsman for Financial Services (OFS)</b>	This is an independent body that provides a free and efficient avenue to help settle financial disputes between <b>You</b> and <b>Us</b> under this <b>Policy</b> as an alternative to the courts.
<b>Period of Insurance</b>	The period shown in the <b>Schedule</b> when the cover provided by this <b>Policy</b> is operative. Cover is only valid from the actual time of purchase of the insurance <b>Policy</b> or from when <b>You</b> and <b>We</b> agree that cover should commence.
<b>Permitted Mileage</b>	This refers to the maximum distance <b>You</b> can travel in <b>Your Car</b> from the inception of the <b>Policy</b> to be insured for the benefits under Section 4.1 of the <b>Policy</b> . The Permitted Mileage for this <b>Policy</b> is stated in the <b>Schedule</b> and may include any Mileage Top-Up that <b>You</b> may purchase and is endorsed on the <b>Schedule</b> .
<b>Policy</b>	Policy includes the <b>Schedule</b> , the <b>Certificate of Insurance</b> and all <b>Endorsements</b> specifically listed in the <b>Schedule</b> .
<b>Road</b>	This follows the meaning under Section 2 of the Road Transport Act 1987 that defines “ <b>Road</b> ” as “any public <b>Road</b> and any other <b>Road</b> to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, round-about, traffic islands, <b>Road</b> dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use.
<b>Schedule</b>	This refers to the <b>Schedule We</b> issue to <b>You</b> with this <b>Policy</b> or any subsequent version of that <b>Schedule</b> , as amended by <b>Us</b> that shows <b>Your</b> name and address, the <b>Period of Insurance</b> , the sections of this <b>Policy</b> which apply, the premium <b>You</b> have paid, the <b>Car</b> which is insured, the <b>Sum Insured</b> and details of any extensions or <b>Endorsements</b> .
<b>Sum Insured</b>	This is the maximum that <b>We</b> will pay <b>You</b> for a claim under Section 4.1 of this <b>Policy</b> . This amount is shown in the <b>Schedule</b> . The <b>Sum Insured</b> must be sufficient to cover the cost to replace <b>Your Car</b> in the event of an <b>Incident</b> that completely destroys it.

<b>Table of Benefits</b>	This refers to the table in Section 3 of this <b>Policy</b> .
<b>We, Our, Us</b>	This refers to Chubb Insurance Malaysia Berhad, Registration Number: 197001000564 (9827-A)
<b>You, Your, Yourself</b>	This refers to the policyholder or person described in the <b>Schedule</b> as “the Insured”.

### Section 3: Table Of Benefits

The following table is a summary of the various benefits under this **Policy** (only applicable if listed in the **Schedule**) and the benefits’ respective applicable limits. The payment of these benefits shall always be subject to all the conditions, exclusions and other terms of this **Policy**.

Product Plan	Standard	Deluxe
<b>Mandatory Sections</b>		
Section 4.1 Loss Or Damage To <b>Your Car</b>	Up to the <b>Sum Insured</b>	
Section 4.2 Liability To Third Party	Unlimited amount for death or bodily injury to third party; and / or Up to a maximum of RM3 million for third party property damage.	
Section 4.3 Towing Costs	Up to RM200	

### Section 4 : Your Coverage

#### Mandatory Coverage (Benefits That Must Be Taken Up By You Under This Policy)

##### 4.1 Loss Or Damage To Your Car

###### 4.1.1 What is Covered

**We** will indemnify **You** if **Your Car** is lost or damaged during the **Period of Insurance** and within the Permitted Mileage 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**)*

#### 4.1.2 What is Not Covered

These exceptions are specific to Section 4.1 of this **Policy** and are in addition to the Exceptions stated in Section 7 of this **Policy** and any other applicable **Endorsements**. **We** will in no event pay for any of 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 4.1.3 of this **Policy**.

(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.
- (x) **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.
- (xi) **Chubb Panel Repairer**  
Any loss and/or damage to **Your Car** if **Your Car** is repairable and it is not repaired at **Chubb Panel Repairer**. The list of **Chubb Panel Repairer** can be found at [www.chubb.com/my](http://www.chubb.com/my) or call our call center at 1300 88 0128.
- (xii) **Permitted Mileage**
  - (a) Any loss and/or damage to **Your Car** when the actual mileage reading of **Your Car's** odometer at the time of accident exceeds the Permitted Mileage stated in the Schedule.
  - (b) Any loss and/or damage to **Your Car** which occurs after the expiry and/or complete utilisation of the Permitted Mileage and before you purchase any Mileage Top Up under this Policy (if applicable).

#### 4.1.3 *Basis of Settlement*

This Section explains how **We** will settle **Your** claim once **We** accept that it is payable under Section 4.1 of this **Policy**. If **Your Car** is stolen and not recovered or 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:
  - (a) arrange for **Your Car** to be repaired at **Chubb Panel 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 **Incident** causing the damage happened;

- (b) pay **You** in cash the amount **We** estimate it would cost to repair **Your Car**; or
  - (c) reinstate or replace **Your Car** with one of the same make, model, age and general condition as **Your Car** was in before the **Incident** causing the damage happened.
- (ii) If **Your Car** is not Repairable or is Stolen and Not Recovered:  
If:
- (a) in **Our** opinion, the damage to **Your Car** is so great that it would not be safe or economical to repair, where **We** will declare **Your Car** to be “Beyond Economic Repair” (“BER”); or
  - (b) **Your Car** is stolen and not recovered,

**We** will pay **You** up to the maximum amount as stated in (iv) 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 as **Your Car** was in before the **Incident** causing the damage happened or before **Your Car** was stolen. 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:

- (a) 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
- (b) 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 and **We** choose to make payment under (ii) above, the maximum 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.

(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 the table below:

as a locally assembled car	Date of Original Registration in Malaysia
as a new imported Completely Built Unit (CBU) car	Year of Manufacture
as an imported second-hand/used/ reconditioned car	Year of Manufacture

*For additional premium, You can insure the cost for betterment (**Endorsement VBET - Betterment Buy Back (Non Tariff)**)*

(vii) Compulsory **Excess**

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:

- (a) is under 21 years old;
- (b) holds a Provisional (P) or Learner (L) driver's license; or
- (c) is not named in the **Schedule** as **Named Driver**.

**We** will not deduct this additional 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.

*For additional premium, You can extend Your Policy to insure the All Drivers. (Endorsement VADP – All Drivers (Non Tariff))*

#### 4.1.4 Carry Over Mileage

If the actual mileage reading of **Your Car's** odometer (AMR) does not exceed the Permitted Mileage stipulated in the **Schedule** upon the expiry of the **Period of Insurance** shown in the **Schedule**, the difference in the mileage between AMR and Permitted Mileage shall be added to the Permitted Mileage stipulated in Your renewal policy **Schedule** subject to a maximum limit stipulated as Carry Over Mileage shown in the **Schedule**.

Provided always that **You** must submit a picture of **Your Car's** odometer actual mileage reading which reflects **Your Car's** mileage prior to the expiry of the **Period of Insurance** preferably fourteen (14) days in advance. The submission of the picture of Your Car's odometer reading will be used for the purposes of renewing your Policy with us.

#### 4.1.5 Expiry of Cover

All benefit(s) covered under section 4.1 ceases immediately upon the expiry and/or complete utilisation of the **Permitted Mileage** shown in the **Schedule**.

## 4.2 Liability To Third Party

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### 4.2.1 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** during the **Period of Insurance**. This cover is extended to **Your Authorised Driver** provided **Your Authorised Driver** also complies with all the terms and conditions of this **Policy**.

### 4.2.2 Limits of Our Liability

For the amount under Section 4.2.1 of this **Policy**, **We** will pay the following for any one claim, or series of claims arising from one **Incident**, in any one **Period of Insurance**:

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

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

### 4.2.3 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**.

#### 4.2.4 Legal Costs

If **You** or **Your Authorised Driver** is charged for reckless and dangerous driving or careless or inconsiderate driving under the 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**.

#### 4.2.5 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 4.2 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.

#### 4.2.6 What is Not Covered

These exceptions are specific to Section 4.2 of this **Policy** and are in addition to the Exceptions stated in Section 6 of this **Policy** and any other applicable **Endorsements**. **We** will in no event 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*

*For the purposes of this sub-section (ii), “in the course of the employment” refers to 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;

*For the purposes of this sub-section (iv), “in pursuance of his / her contract of employment” means 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;*

*For an additional premium, **Your Policy** can be extended to cover Legal Liability to Passenger. (**Endorsement 100**)*

(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.

### 4.3 Towing Costs

**We** will pay up to a maximum of RM200 each and every incident for the necessary and reasonable costs incurred to remove **Your Car** to the nearest **Chubb Panel Repairer** or to a safe place of storage while awaiting repair or disposal if **Your Car** cannot be driven as a result of any damage due to any of the **Incidents** covered under the Section 4.1.1 of this **Policy**.

## Section 5: No Claim Discount

This Section spells out the reward system known as the “No Claim Discount”.

### 5.1 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 for any **Motor Benefits** under this **Policy** during that time (claim free year), 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%

The NCD entitlement under this Section is only applicable to premiums that relate to Section 4.1 (Loss or Damage to **Your Car**) and Section 4.2 (Liability to Third Party) of this Policy. Premiums for all other Sections, benefits, extensions, or **Endorsements** shall not be reduced due to Your NCD entitlement (if any).

#### 5.2 *One Claim and Your NCD is Down to Zero*

If **You** or anybody else meets with an **Incident** which will give rise to a claim for any **Motor Benefits** under 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 from **You** the NCD that had been given.

#### 5.3 *Exception to this Rule*

**Your** NCD will not be affected even if a claim under this **Policy** is made if it relates to a **Motor Benefit** but:

- (i) **We** are of the opinion that You are not at fault for causing the loss;
- (ii) the offending car is identifiable and is not a car 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);
- (iii) the offending car is insured by a Malaysian licensed insurer; and
- (iv) there is no death or personal injury claim involved.

**Your** NCD will also not be affected if it is for a claim under this **Policy** that is not a **Motor Benefit** or for any other **Endorsement** that specifically states that a claim under such **Endorsement** would not affect **Your** NCD entitlement.

#### 5.4 *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.

#### 5.5 *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 Section 6.1 above.

## Section 6: 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 an **Incident**. This is in addition to those that are listed in the specific Sections for the coverages, benefits, extensions and/or **Endorsements**.

### 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**'s 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**:

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

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 You**:

- (i) left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage; or
- (ii) 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 **Accident**, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and cost of defending any action) connected in any way directly or indirectly to:

- (i) 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
- (ii) 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 directly or indirectly with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- (i) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- (ii) the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- (iii) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- (iv) the use, handling or transportation of radioactive material.

10. *Convulsions of Nature*

There is no cover (unless specifically purchased) 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) caused in any way directly or indirectly 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 7: Conditions – These Apply To The Whole Policy

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### Conditions Precedent to Policy Liability

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The due observance and fulfilment of the terms provisions conditions and **Endorsements** of this **Policy** insofar as they relate to anything to be done or complied with by **You** or **Your Authorised Driver** and the truth of the statements and answers in the Proposal Form (or when **You** applied for this insurance) shall be conditions precedent to any liability of **Ours** to make any payment under this **Policy**. **We** can repudiate this **Policy** and / or will not pay claims under the **Policy** if **You** breach any of the relevant conditions. The following conditions also apply to **Your Authorised Driver** and any legal representative who seek indemnity under this **Policy**.

#### 1. *Duty of Disclosure*

The duty of disclosure is different for a **Consumer Insurance Policy** and for a non-**Consumer Insurance Policy**. They are separately outlined below:

##### (i) **Duty for Consumer Insurance Policy**

In so far as the coverage under this **Policy** would be a **Consumer Insurance Policy**, then for such coverage, **You** must take reasonable care:

- (a) not to make a misrepresentation to **Us** when answering any questions **We** asks in the proposal form (or when **You** applied for this insurance);
- (b) when renewing this **Policy**, not to make a misrepresentation to **Us** in answering any questions, or confirming or amending any matter previously disclosed to **Us** in relation to this **Policy**; and
- (c) to disclose to **Us** any matter, other than what **We** have asked in (i) and (ii) above, that **You** know to be relevant to **Our** decision on whether to accept the risk or not and the rates and terms to be applied.

##### (ii) **Duty for non-Consumer Insurance Policy**

In so far as the coverage under this **Policy** would not be a **Consumer Insurance Policy**, then for such coverage, **You** have a duty to disclose to **Us** any matter that:

- (a) **You** know to be relevant to **Our** decision on whether to accept the risk or not and the rates and terms to be applied; or
- (b) a reasonable person in the circumstances could be expected to know to be relevant.

##### (iii) **Consequences of Breach of Duty**

- (a) If this is a **Consumer Insurance Policy**, breach of **Your** duty as stated above may result in **Us** avoiding the **Policy** and refusing all claims, or the terms of the **Policy** being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non-disclosure and the effect of the said misrepresentation or non-disclosure.
- (b) If this is a non-**Consumer Insurance Policy**, breach of **Your** duty stated above may result in **Us** avoiding the **Policy** and refusing all claims.

For the purposes of this clause, “Consumer Insurance Policy” means a “contract of insurance entered into, varied or renewed by an individual wholly for his/her own purposes unrelated to the individual’s trade, business or profession.

2. **Accidents and Claims Procedures**

If **Your Car** is involved in any **Incident** that could lead to a claim under this **Policy** or for any other **Incident** that could lead to a claim under this **Policy**, **You** must do the following:

- (i) 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:
  - (a) Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
  - (b) 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.

- (ii) 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.
- (iii) 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.
- (iv) A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.
- (v) 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.
- (vi) If the claim involves **Your Car**, send **Your Car** to any of **Chubb Panel 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 4.1 of this **Policy** if **You** breach this condition.
- (vii) If the claim involves **Your Car**, **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:

- (i) Admit any responsibility for any **Incident**; or
- (ii) 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**.

(i) Cancellation by **You**:

- (a) **You** can cancel this **Policy** at any time by returning the **Certificate of Insurance** to **Us** or, if the **Certificate of Insurance** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration to confirm this.
- (b) After returning the **Certificate of Insurance** or Statutory Declaration **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 **Certificate of Insurance** or Statutory Declaration:

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

- (c) 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.

(ii) Cancellation by **Us**:

- (a) **We** may also cancel this **Policy** by giving **You** at least fourteen (14) days' notice in writing by registered post to **Your** last address known to **Us**.

- (b) After returning the **Certificate of Insurance** or Statutory Declaration, **You** will be entitled to a refund premium for the unexpired **Period of Insurance** calculated on a pro-rata basis from the date the cancellation of this **Policy** takes effect 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*

- (i) **You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Car** during the **Period of Insurance**.
- (ii) 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*

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

If the disputed sum is within the authority/jurisdiction of the **Ombudsman for Financial Services**, **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** or pay for any claim under this **Policy** if **You**:

- (i) 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**;
- (ii) 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**;
- (iii) 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
- (iv) Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

8. *Payment of Premium*  
No payment in respect of any premium shall be deemed to be payment to **Us** unless a printed form of receipt for the same signed by an Official or duly appointed Agent of **Ours** shall have been given to **You**.
9. *Governing Law*  
This **Policy** shall be governed by and interpreted in accordance with Malaysian law.
10. This **Policy** with its conditions should be carefully examined and in the event of any correction being found necessary, should be communicated to Us at once.
11. **We** shall not be liable if after this **Policy** has been effected, the risk that **We** are aware of to be covered under this **Policy** is subsequently increased due to any cause whatsoever, unless **We** have signified **Our** agreement in writing.
12. This **Policy** shall be voidable in the event any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.
13. *Entire Contract/Changes*  
This **Policy**, shall constitute the entire contract of insurance. No change to the terms and conditions of this **Policy** shall be valid unless approved in writing by **Us**. No broker or agent has the authority to amend or to waive any of the terms and conditions of this **Policy**.
14. *Interest*  
No sum payable by **Us** under this **Policy** shall carry interest unless as provided by law.
15. *Notice Of Trust Or Assignment*  
**We** shall not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this **Policy**, unless approved in writing by **Us**.
16. *Prevalent **Policy** Wording*  
For avoidance of doubt, the English version of this **Policy** wording will prevail over the Bahasa Malaysia version at all times.
17. *Trade and Economical Sanction*  
**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any applicable trade and economic sanction, law or regulation.
18. *Odometer Actual Mileage Reading Request*  
**You** must allow **Us** to verify **Your Car**'s mileage usage, if so requested by Us, by sending **Us** a picture of **Your Car**'s odometer actual mileage reading within seven (7) working days of **Our** request.

## Section 8: Complaints

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1. If **You** have any complaints in relation to **Our** services and/or matters relating to this **Policy**, **You** are advised to contact **Us** at:

Chubb Insurance Malaysia Berhad  
Registration Number: 197001000564 (9827-A)  
Wisma Chubb  
38 Jalan Sultan Ismail  
50250 Kuala Lumpur.  
O +6 03 2058 3000 F +6 03 2058 3333  
E [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)

2. In the event **You** are not satisfied with **Our** decision, **You** can refer the matter to **Ombudsman for Financial Services (“OFS”)** or Bank Negara Malaysia. **You** can contact them at:

PENGARAH  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia,  
P.O. Box 10922,  
50929 Kuala Lumpur.  
TF 1-300-88-5465 F +6 03 2174 1515  
E [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Ombudsman for Financial Services  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
O +6 03 2272 2811 F +6 032272 1577  
E [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(for claim matters within OFS’s jurisdiction only)

## Section 9: **Endorsements** – Applicable Only If The **Endorsement** Number Is Printed In The **Schedule**

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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 Section 2 of this **Policy** for definition)

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The **Excess** amount shown in the **Schedule** is the amount that **You** have to pay for each and every claim under Section 4.1 of this **Policy** 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. Subject otherwise to the terms and conditions of this **Policy**.

### **Endorsement 15: Hire Purchase**

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**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 4.1 of this **Policy** 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.

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

### **Endorsement 15(a): Employer's Loan**

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**We** note that **Your Car** was bought under an Employer's Loan agreement. **You** unconditionally agree that the payment of any claim under Section 4.1 of this **Policy** 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.

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

### **Endorsement 22: Caravan / Luggage / Boat Trailers**

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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:

- (i) 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;
- (ii) loss or damage to the contents of or anything being carried in the specified Caravan / Luggage / Boat Trailer; and
- (iii) 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 4.1 of this **Policy** for this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 22**'.

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

#### **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 4.1 of this **Policy** shall cover loss or damage to **Your Car** caused by:

- (i) the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
- (ii) 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
- (iii) 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:

- (i) civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- (ii) revolution, rebellion or civil disturbance amounting to a popular uprising; and
- (iii) **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.

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

#### **Endorsement 57: Inclusion of Special Perils**

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under Section 4.1 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.

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

#### **Endorsement 72: Legal Liability of Passengers for Negligent Acts**

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under Section 4.2 of this **Policy** will include legal liability incurred by any passenger in **Your Car** on condition that the passenger:

- (i) is not driving **Your Car**;
- (ii) is not entitled to indemnity under any other **Policy** of insurance; and
- (iii) complies with all the terms and conditions of this **Policy** as though he was **You**.

This **Endorsement** does not cover:

- (i) 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;
- (ii) 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

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(iii) death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

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

#### **Endorsement 87: Agreed Value Clause**

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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.

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

#### **Endorsement 89: Cover for Windscreens, Windows and Sunroof**

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under Section 4.1 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.

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

#### **Endorsement 95: Leasing Agreement**

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**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 4.1 of this **Policy** 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.

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

### **Endorsement 97: Separate Cover for Accessories fixed to Your Car**

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under Section 4.1 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.

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

### **Endorsement 97(a): Gas Conversion Kit and Tank**

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under Section 4.1 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.

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

### **Endorsement 100: Legal Liability to Passengers**

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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:

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

### 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:

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

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

### **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 4.1 and Section 4.2.1(ii) of this **Policy** shall cover **Your Car** while it is being used in the Kingdom of Thailand for period as stated on the **Schedule**. The limit of liability that **We** provide under Section 4.2.1(ii) of this **Policy** will be up to a maximum of RM100,000 only.

This **Endorsement** does not cover legal liability under Section 4.2.1(i) of this **Policy** while **Your Car** is being used in the Kingdom of Thailand.

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

### **Endorsement 102: Extension of Cover to West Kalimantan**

In consideration of the payment of additional premium by **You** to **Us** for this **Endorsement**, the geographical area of this **Policy** is extended to include West Kalimantan for the period as stated in the schedule. The limit of liability of RM50,000 under Sections 4.2.1(i) and 4.2.1(ii) of this **Policy**.

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 4.2 of this **Policy** to amount as stated in the **Schedule**.

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

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

### **Endorsement 109: Extension of Cover for Ferry Transit to and / or from Sabah and the Federal Territory of Labuan**

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In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the insurance provided under Section 4.1 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**.

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

### **Endorsement 112: Compensation for Assessed Repair Time (CART)**

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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 4.1 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:

- (i) if **Your** claim is only for breakage of glass that is payable under **Endorsement 89**;
- (ii) for any delay in the time taken to repair **Your Car** (beyond the assessed repair time) due to any reason at all. 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;
- (iii) if **Your** claim is for theft or total loss of **Your Car**; or
- (iv) if **Your** claim is under a "Beyond Economic Repair" (BER) process.

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

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

### **Endorsement 113: Reference to Motor Vehicle Market Valuation System**

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This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) 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 VVES: Voluntary Excess (Non-tariff)**

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It is hereby declared and agreed that a voluntary excess amount of **Your Car's Sum Insured** as stated in the **Schedule** is imposed on each and every accidental damage claim(s) under Section 4.1. of this **Policy**.

In view of the voluntary excess, **You** will enjoy a discount on the **Premium** payable as shown in the **Policy Schedule**.

### **Endorsement VADP: All Drivers (Non-tariff)**

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In consideration of the additional **Premium** paid by **You** to **Us**. **We** agree to waive the compulsory **Excess** of RM400 as required under the Section 4.1.3 (vii) **Compulsory Excess** of this **Policy** if at the time of **Incident**, **You** or the person driving **Your Car** with **Your** consent is not named in the **Schedule** as **Named Driver**.

This benefit however shall not applicable if the person driving **Your Car**:

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

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

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

### **Endorsement VBET: Betterment Buy Back (Non-tariff)**

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In consideration of the additional **Premium** paid by **You** to **Us**. We hereby agree that **You** will not be required to pay any amount towards **Your Car's** betterment if new original parts are used to repair **Your Car** as part of **Your** contribution for betterment as mentioned in the Betterment condition in the **Policy**.

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

### **Endorsement VM2K: Mileage Top-Up – 2,000 Kilometers (Non-tariff)**

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In consideration of the additional **Premium** paid by **You** to **Us**. We hereby agree to increase the **Permitted Mileage** stated on the **Schedule** by two thousand (2,000) Kilometers.

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

### **Endorsement VM5K: Mileage Top-Up – 5,000 Kilometers (Non-tariff)**

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In consideration of the additional **Premium** paid by **You** to **Us**. We hereby agree to increase the **Permitted Mileage** stated on the **Schedule** by five thousand (5,000) Kilometers.

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

## Privacy Notice

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In line with the Personal Data Protection Act 2010 (“**PDPA**”), we are required to inform you that the personal data you have provided to us or that is subsequently obtained by us from time to time (“**Personal Data**”), may be processed for the purpose of processing your insurance application/proposal, provision of insurance related products or services or any addition, alteration, variation, cancellation, renewal or reinstatement thereof, performing statistical/actuarial research or data study, promoting products and services and other related purposes (collectively, “**Purpose**”). The Personal Data is obtained when you fill up documents; liaise with us or our representatives; or give it to us or our representatives in person, over the telephone, through websites or from third parties you have consented to.

Although you are not obliged to provide us with your Personal Data, we will not be able to process your application for insurance cover or process your claim if you fail to provide all requested information.

Your Personal Data may be disclosed to our related company or any other company carrying on insurance or reinsurance related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of insurance companies that exists or is formed from time to time for the Purpose or to fulfil some legal or regulatory function or is reasonably required in the interest of the insurance industry. In such instances, it will be done in compliance with the PDPA.

We may also disclose your Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if we reasonably believe that we have a lawful right to disclose your Personal Data to any third party or that we would have had your consent for such disclosure if you had known of the same, and/or if the disclosure is in the public interest.

Your Personal Data may also be transferred to our related companies and third party providers, which may be located outside Malaysia for the Purpose. In the event that we use external service providers, specific security and confidentiality safeguards have been put in place to ensure your privacy rights remain unaffected.

Where you have given us personal data that is of another individual (“**Data Subject**”), you must ensure that you have informed the Data Subject that you are providing the Data Subject's personal data to us, and have gotten the Data Subject's consent to do so. You must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises us to deal with his/her personal data according to what is stated here.

You may make inquiries, complaints, request for access to or correction of your Personal Data, or limit the processing of your Personal Data at any time hereafter by submitting such request to us at **Chubb Insurance Malaysia Berhad**, Registration Number: 197001000564 (9827-A), Manager, Customer Service Unit, Wisma Chubb, 38 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia (Tel: 1800-88-3226 / E-mail: [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)).

By continuing to deal with us, you understand, agree and consent to the terms above with respect to the processing of your Personal Data.

The Bahasa Malaysia version of this Personal Data Protection Notice can be found in our website at <http://www.chubb.com/my-privacy>.

## About Chubb

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Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs more than 30,000 people worldwide.

Chubb's operation in Malaysia (Chubb Insurance Malaysia Berhad) provides a comprehensive range of general insurance solutions for individuals, families and businesses, both large and small through a multitude of distribution channels. With a strong underwriting culture, the company offers responsive service and market leadership built on financial strength. Chubb in Malaysia has a network of 23 branches and more than 2,600 independent distribution partners (agents).

## Contact Us

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**Chubb. Insured.<sup>SM</sup>**