

The Private Car Policy document delineates the terms and conditions of the insurance contract, encompassing the policy itself, application details, the Schedule, Endorsements, and the Certificate of Insurance. It underscores the policyholder's duty of disclosure, mandating accurate and complete information during the application process, as misrepresentation may result in contract avoidance, claim denial, or policy cancellation. Coverage options include Comprehensive, Third Party, Fire and Theft, and Third Party Only, with specific events covered under each type, such as accidental collision, fire, and theft, while exclusions include mechanical breakdown and wear and tear. Coverage is limited to social, domestic, and pleasure purposes, with restrictions on commercial use. The insured must ensure the car is adequately insured at its market value to avoid penalties for under-insurance. A No Claim Discount (NCD) rewards policyholders for not making claims, and an excess applies to claims, which is the amount the policyholder must pay before the insurer covers the remainder. The policy is valid in Malaysia, Singapore, and Brunei, with specific legal requirements for driving in Singapore. Procedures following an accident or theft include contacting Accident Assist, promptly reporting incidents, notifying the police within 24 hours, and submitting relevant documents from third parties. Vehicles should be moved to an Approved Repairer, and claim forms must be completed without referencing police reports. If the third party is at fault and the policyholder has Comprehensive cover, they are encouraged to file a Knock-for-Knock claim to expedite processing without affecting their NCD. Policyholders must not negotiate or admit claims without consent and should not authorize repairs without approval.

The policy distinguishes between consumer and non-consumer contracts based on vehicle use, covering loss or damage to the insured vehicle under Comprehensive cover, including accidental collisions and overturning, but excluding consequential losses, wear and tear, theft, and damage during transit unless specifically endorsed. The basis of settlement for claims includes options for repair, cash payment, or replacement, with specific conditions for vehicles deemed Beyond Economic Repair (BER). The maximum payout is the lesser of the market value or the sum insured, and under-insurance may result in partial loss coverage. Policyholders may also be liable for

betterment costs if repairs improve the vehicle's condition. Towing costs are covered up to RM200 if the vehicle cannot be driven due to damage. Liability coverage extends to legal liabilities for death or bodily injury to third parties and property damage, with exclusions for injuries to passengers for hire, employees, and property in the custody of the insured. The policy adheres to the Road Transport Act 1987, which limits liability for certain passenger-related injuries.

Coverage limits include unlimited amounts for death or bodily injury to third parties and up to RM3 million for third-party property damage per claim or incident, with an option to increase the limit to RM20 million for an additional premium. The policy also provides coverage for legal personal representatives of the insured in the event of the insured's death, provided they comply with the policy's terms. However, certain liabilities are not covered, including those related to passengers unless they are employees required to be transported as part of their employment contract, and claims arising from reckless or dangerous driving. Legal costs incurred for defending against charges of reckless driving are covered up to RM2,000, provided they are incurred in Malaysia, Singapore, or Brunei and with prior written agreement from the insurer. The insurer reserves the right to refuse indemnity if the policyholder breaches any conditions or if the claim falls outside the policy's coverage. General exceptions apply, including lack of coverage for incidents involving unlicensed drivers, driving under the influence, fraudulent claims, and unlawful purposes. There is no coverage for racing or competition use unless an additional premium is paid. The policy does not cover incidents occurring outside Malaysia, Singapore, or Brunei unless specifically extended, and other exclusions include damages from natural disasters, war, nuclear risks, and communicable diseases. The policyholder must adhere to specific conditions, including a duty of disclosure, to maintain coverage, with breaches potentially resulting in repudiation of the policy or denial of claims.

The policyholder's responsibilities include providing accurate information during the application process and disclosing any relevant information that could affect the insurer's risk assessment. In the event of an accident or claim, the policyholder must notify the claims department promptly,

report the incident to the police, and submit a Claim Form within specified timeframes. The policy can be canceled by either party, with conditions for refunds based on the timing of cancellation and claims made. If multiple insurance policies cover the same vehicle, the policyholder must inform the insurer, and the insurer will only pay a proportionate share of the loss. Disputes exceeding RM250,000 will be resolved through arbitration, while smaller disputes can be referred to the Ombudsman for Financial Services. The policyholder must comply with all terms and conditions, maintain the vehicle in good condition, and take reasonable care to avoid claims. The policy does not cover losses related to communicable diseases or any costs associated with cleaning or testing for such diseases. The insurer may adjust policy terms in response to changes in taxation or regulations.

The policy includes several endorsements that expand coverage for specific situations, such as natural disasters, legal liability for passengers, and agreed value for total loss or theft. Additional endorsements cover costs for repairs, smart key replacement, child car safety seats, and electric vehicle chargers, with specific conditions and exclusions. The policy also outlines complaint procedures, providing contact information for customer service and the Ombudsman for Financial Services for dispute resolution.