

COMMERCIAL VEHICLE POLICY



Presented by:

AIG Malaysia Insurance Berhad (795492-W)

Menara Worldwide,

198, Jalan Bukit Bintang,

55100 Kuala Lumpur.

Customer Service:

1800 88 8811



Bring on tomorrow

ATTACH POLICY SCHEDULE HERE

COMMERCIAL VEHICLE POLICY

"It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance"

TYPE OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY;
COMPREHENSIVE - Sections A & B of this Policy apply;
THIRD PARTY ONLY - Only Section B applies:

All accidents must be reported to the police within 24 hours.

ALL ENDORSEMENTS, CLAUSES OR WARRANTIES THAT ARE SEPARATELY ATTACHED TO THIS POLICY SHALL ALSO APPLY.

OUR AGREEMENT

Non - Consumer Insurance Contract (Insurance for purposes related to Your trade, business or profession)

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

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

SECTION A - LOSS OR DAMAGE TO YOUR VEHICLE

1. We will indemnify You if Your Vehicle is damaged or lost in the following circumstances:-

- (a) by accidental collision or overturning,
- (b) by collision or overturning caused by mechanical breakdown,
- (c) by collision or overturning caused by wear and tear,
- (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
- (e) by fire explosion or lightning,
- (f) by burglary, housebreaking or theft,
- (g) by malicious act,
- (h) when in transit (including its loading and unloading) by:
 - (i) road rail inland waterway
 - (ii) direct sea route across the straits between the island of Penang and the mainland.

2. Basis of Settlement

- (a) We will at Our option
 - (i) pay the cost of repairs to Your Vehicle, or
 - (ii) pay in cash the amount of the loss or damage to Your Vehicle, or
 - (iii) reinstate or replace Your Vehicle.
- (b) The maximum amount We will pay is the market value of Your Vehicle at the time of the loss or the sum insured in the Policy whichever is the lower figure.
- (c) If Your Vehicle shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, You shall be considered as being Your own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more.
- (d) The market value of Your Vehicle would be determined in the event of a dispute by the Head Office of the Franchise-holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
- (e) In the event no Franchise-holder is available for the make of Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under the Financial Services Act 2013, and its subsequent legislation, agreed to by both You and Us.
- (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster registered under the Financial Services Act 2013, and its subsequent legislation, will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.
- (g) The maximum amount We will pay for cost of repairs to Your Vehicle shall be the expenses necessarily incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, You will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:-

Revised: March 2024

"The policy schedule and the policy wording shall be read together to form an entire contract between AIG Malaysia and Policyholder/Insured Person"

Age of Vehicles / Years	Rate of Betterment (Not to exceed following %)
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:-

Age of vehicle based on

New Vehicles.....Date of Registration
 Local Second-hand / used vehicles.....Date of Original Registration
 Imported Second-hand / used vehicles.....Year of Manufacture
 Imported reconditioned vehicles.....Year of Manufacture

The application of betterment shall be at Our discretion. The scale of Betterment represents the maximum rates of betterment that can be applied.

3. Transportation of Damaged Vehicle

We will pay You up to a maximum of RM200.00 as Towing Charges for taking Your Vehicle to either the nearest Repairer or towing the vehicle by returning it to Your address as shown on the Schedule or towing it to a secure place for it to be garaged, provided Your Vehicle has been damaged by circumstances described in this section.

Exceptions to Section A

We will NOT pay for:

- (a) consequential losses of any nature.
- (b) the loss of use of Your Vehicle.
- (c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreen, window or sunroof including lamination/tinting film, if any.
- (d) damage to Your Vehicle's tyres unless Your Motor Vehicle is damaged at the same time.
- (e) any loss or damage caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code.
- (f) the Excess stated in the Schedule.
- (g) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

SECTION B: LIABILITY TO THIRD PARTIES

1. We will indemnify You or Your authorized driver for the amount which You or Your authorized driver are legally liable to pay (including claimants' cost and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading therefrom for:-

- a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
- b) damage to property as a result of an accident arising out of the use of Your Vehicle provided Your authorised driver also complies with all the terms and conditions of the policy that You are subject to.

2. Limits of Our Liability

Our total liability under Section B1 (a) is unlimited.) in respect
) of any one
) claim or series
Our total liability under Section B1 (b) is limited to RM3 million) of claims
) arising out
) of one event.

3. Towing Disabled Vehicle

We will cover the liabilities as specified in Section B(1)(a) and Section B(1)(b) above if Your Vehicle is used for towing any one disabled Motor Vehicle.

Provided that:-

- (a) such towed vehicle is not towed for reward
- (b) we are not liable for loss or damage to such towed vehicle or property being conveyed thereon

4. Cover For Legal 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.

5. Legal Costs

We will pay legal costs incurred up to a maximum of RM2,000.00 for defense of any charge including the charge of causing death by driving the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

Exceptions to Section B

We will NOT pay for:

"The policy schedule and the policy wording shall be read together to form an entire contract between AIG Malaysia and Policyholder/Insured Person"

- (a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Vehicle.
- (b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your authorized driver.
- (c) death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (unless he/she is required to be carried in or on Your Vehicle by reason of or in pursuance of his/her contract of employment with You and/or Your authorised driver and/or his/her employer).
- (d) damage to property belonging to or in the custody of or control of or held in trust by You and/or Your authorised driver and/or any member of Your and/or Your authorised driver's household.
- (e) damage to any bridge, weigh bridge or viaduct or to any road or anything beneath by vibration or by the weight of Your Vehicle or of the load carried by Your Vehicle.
- (f) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle.
- (g) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle except so far as is necessary to meet the requirements of the legislation.
- (h) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (i) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

NO-CLAIM-DISCOUNT

If no claim is made or arises from Your Policy and provided Your Vehicle is insured with Us for a continuous period of 12 months in each of the following instances, You are entitled to a No-Claim-Discount on renewal of Your Policy as follows:-

Period of Insurance	Discount
After the first year of insurance	15%
After the second year of insurance	20%
After the third or more years of insurance	25%

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motor Vehicle is described in the Schedule, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

1. Your rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
3. In the event that an Own Damage claim has been paid and a Third Party Property Damage claim has also been made, You are required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid and any consequent costs fees or expenses incurred.

GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY

We will NOT pay for any liability under the following circumstances:-

1. If You or any person with Your consent are not licensed to drive the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to drive Your Vehicle under any required laws, by-laws and regulations.
2. If You or Your authorized driver drive Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
3.
 - a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.
 - b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on Your order or with Your permission.
4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If Your Vehicle is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, Your Vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Vehicle shall be excluded from the cover granted by this Policy.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam. For liability in Malaysia, the limitations of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.
10.
 - (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 - (b) Any liability of whatsoever nature;
 directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

"The policy schedule and the policy wording shall be read together to form an entire contract between AIG Malaysia and Policyholder/Insured Person"

If a law or laws are named in a section of the policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

CONDITIONS - THESE APPLY TO THE WHOLE POLICY

1. DUTY OF DISCLOSURE

Non-Consumer Insurance Contract

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

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

2. ACCIDENTS AND CLAIMS PROCEDURES

- (a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-
 - a) Within seven (7) days if You are not physically disabled or hospitalised following the event.
 - b) Within thirty (30) days or as soon as practicable if You are physically disabled and hospitalised as a result of the event.
 - c) Other than a) and b), a longer notification period may be allowed subject to specific proof by You.
- (b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if We decide that You are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.
- (c) All accidents must be reported to the Police as required by the Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the conviction of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defense and/or settlement of any claim.
- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairer for repairs. Failure to remove Your Vehicle to a PIAM Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the policy.
- (i) In any event giving rise to a claim or series of claims under Section B(1)(b) of this Policy, We may pay to You the full amount of Our liability under Section B(1)(b) and relinquish the conduct of any defense, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defense settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses how whatsoever incurred by You or any claimant or any person after We have relinquished such conduct.

3. CANCELLATION

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last known address.
- (c) You shall within seven days from the date of the cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:

<u>Period of Insurance</u>	<u>Refund of Premium%</u>
Not exceeding 1 week	87.5 of the annual premium
" " 1 month	75.0 " " " "
" " 2 months	62.5 " " " "
" " 3 months	50.0 " " " "
" " 4 months	37.5 " " " "
" " 6 months	25.0 " " " "
" " 8 months	12.5 " " " "
Exceeding 8 months	No refund of premium allowed.

- (e) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.
- (f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

4. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering Your Vehicle. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss, damage or liability, We shall only pay Our rateable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

5. SUBROGATION

We shall be entitled if We so desire to take over conduct at our own expense in Your name the defense or settlement of any claim or to prosecute in your name for our benefit any claim for indemnity or damages or otherwise. We shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

6. ARBITRATION CLAUSE

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 We 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.

7. OTHER MATTERS

This Policy will only be operative if:-

- (a) Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- (b) You have taken all reasonable precautions to maintain Your Vehicle in an efficient roadworthy condition.
- (c) You have taken all reasonable precautions to safeguard Your Vehicle from loss or damage.
- (d) You must grant Us free access at all reasonable times to examine Your Vehicle.

8. SANCTIONS

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, Our parent company or Our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

9. PORTFOLIO WITHDRAWAL CONDITION

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this insurance product. If we decide to cancel the portfolio as a whole, 30 days written notice shall be given to You and We will run off all policies to expiry of the period of cover within the portfolio.

DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

1. We/Us/Our refer to the Insurance Company.
2. You/Your/Yourself refer to the Policyholder and/or Insured.
3. Your Vehicle refers to the vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
4. Accessories refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code is as follows:-
Whoever by deceiving any person, whether or not such deception was the sole or main inducement:-
 - (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
 - (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".
8. Criminal breach of trust as defined in the Penal Code is as follows:-
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".
9. Acts of terrorism.
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

ENDORSEMENTS

IMPORTANT: THE FOLLOWING CLAUSES ARE NOT APPLICABLE UNLESS THEY ARE SPECIFICALLY DECLARED THERETO IN THE SCHEDULE AND/OR BY ENDORSEMENT(S).

J6.01 ENDORSEMENT 1 – EXCESS ALL CLAIMS

You are responsible for the first (as per policy schedule) of each and every claim payable (including costs and expenses and expenditure incurred by Us in the conduct, defense and settlement of any claim) under Section A of this Policy in addition to any other excess that may be applicable. If the expenses incurred by Us include the amount for which You are responsible, such amount shall be repaid to Us.

Subject otherwise to the Terms and Conditions of this Policy.

J6.02 ENDORSEMENT 2 – EXCESS DAMAGE CLAIMS

You are responsible for the first (as per policy schedule) of each and every claim payable under Section A of this Policy in addition to any other excess that may be applicable. This excess is not applicable to loss or damage caused by fire, explosion, lightning, burglary, house breaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

J6.08 ENDORSEMENT 15 – HIRE PURCHASE

We have noted and agreed that (as per policy schedule) (hereinafter referred to as the Owners) are the Owners of Your Vehicle under a Hire Purchase Agreement made between the Owners and You. Any payment for the loss or damage to Your Vehicle (which loss or damage is not made good by repair, reinstatement or replacement) under Section A of this Policy will be paid to the Owners so long as

"The policy schedule and the policy wording shall be read together to form an entire contract between AIG Malaysia and Policyholder/Insured Person"

they are the Owners of Your Vehicle. Their receipt shall be a full and final discharge to Us in respect of such loss or damage. This Policy is issued to You as the principal party and not as agent or trustee for the Owners nor as an assignment by You to the Owners of your rights, benefits and claims under this Policy. You shall not assign your rights, benefits and claims under this Policy without prior written consent from Us.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.09 ENDORSEMENT 15(a) –
 EMPLOYERS' LOAN**

We have noted and agreed that (as per policy schedule) are interested in any money payable to You vide this Policy in respect of loss or damage to Your Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be payable to (as per schedule) until notice is given to Us that they have no financial interest in Your Vehicle, and their receipt shall be a full and final discharge of Our liability in respect of such loss or damage.

Except by this Endorsement, nothing herein shall modify or affect Our/Your rights and liabilities under this Policy.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.11 ENDORSEMENT 89 –
 BREAKAGE OF GLASS IN
 WINDSCREEN, WINDOW OR SUNROOF**

In consideration of the payment of additional premium by You to Us, We will pay the cost of replacing or repairing any glass in the windscreen or window or sunroof including lamination/tinting film, if any, of Your Vehicle following breakage of such glass up to an amount not exceeding RM (As per policy schedule).

Provided no claim is made for any further damage to Your Vehicle, any claim under this endorsement shall not affect Your No Claim Discount and You shall not be liable for any excess as stated in the policy.

This benefit shall automatically be terminated upon replacement of any glass in the windscreen, window or sunroof unless the cover is reinstated by payment of a further additional premium.

You may however, **subject always to Our agreement whether obtained before or after repair**, exercise an option to repair the damaged windscreen, window or sunroof of Your Vehicle. In the event You opt to repair, We will continue to provide this benefit to You during currency of this period for the amount as stated above:-

- (a) Less any claim paid by Us for the repair; or
- (b) For the reinstated original amount provided You have paid to Us a further additional premium for reinstatement.

However, in the event of a dispute on the option to repair or replace, Our decision shall be final.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.12 ENDORSEMENT 25 –
 STRIKE, RIOT AND CIVIL COMMOTION**

We have noted and agreed that the words "strike, riot and civil commotion" in General Exception 4 of this Policy shall not apply to any accident, loss, damage or liability directly caused by

- 1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- 2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action

of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly, proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- (a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder You shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such claim.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.15 ENDORSEMENT 57 –
 INCLUSION OF SPECIAL PERILS**

In consideration of the payment of additional premium by You to Us the following peril(s) is/are deemed to be covered under Section A of this Policy: -

Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil Earth or Other Convulsion of Nature.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.16 ENDORSEMENT 97 –
 VEHICLE ACCESSORIES ENDORSEMENT**

In consideration of the payment of additional premium by You to Us the following accessories are separately insured under Section A:-

Description Your Estimated Value
(As per details lodged with the Company)

Any claim made under this endorsement shall not affect Your No-Claim Discount and You shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.20 ENDORSEMENT 30 –
 REPLACEMENT PARTS**

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if, We exercise Our option to pay in cash for the loss or damage, then Our liability for such spare parts/accessories shall be:

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent or in the event no such catalogue exists the price at manufacturer's place of work plus reasonable cost of transport (except air freight);

and

(b) reasonable cost of fitting such spare parts/accessories.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.22 ENDORSEMENT 33 –
PRIVATE USE – INDEMNITY TO PERSON USING**

We agree to cover Under Section B of this policy whilst using the Motor Vehicle for social domestic or pleasure purposes with Your permission in respect of any act or omission of the driver provided that :

- 1) Such person is not entitled to be covered under any other Policy.
- 2) Such person shall as though he were the Insured observe fulfil and be subject to the Terms of this Polic in so far as they can apply.

**J6.23 ENDORSEMENT 95 –
LEASING ENDORSEMENT**

We have noted and agreed that:-

- 1) As per policy schedule (hereinafter referred to as the Lessors) are the owners of Your Vehicle which is the subject to a Leasing Agreement made between the Lessors on one part and Yourself of the other part.
- 2) Any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) pursuant to any legal liability on Our part to You under Section A of this Policy shall be made to the Lessors as long as they are owners of Your Vehicle and their receipt shall be a full and final discharge to Us in respect of such loss or damage.
- 3) Regardless of any provision in the Leasing Agreement this Policy is issued to You as the Principal party and not as agent or trustee for the Lessors. You cannot assign to the Lessors (whether legal or equitable) Your rights, benefits and claims under this Policy.
- 4) Nothing herein shall be construed as creating and vesting any right in the Owner/Lessor to sue Us in any capacity whatsoever for any breach of Our obligations.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.24 ENDORSEMENT 3 (p) –
THIRD PARTY ONLY**

The cover provided for in this policy is limited to Third Party only i.e.

Section B (LIABILITY TO THIRD PARTIES).
Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.26 ENDORSEMENT 19 –
PASSENGER RISK**

We agree that Exception (c) of Section B of this Policy is cancelled. Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than persons (in addition to the attendant/conductor if any and the driver) You shall repay to Us a rateable proportion of the total amount payable by Us.

Provided however that in totalling the number of persons concerned for the purposes of the preceding proviso such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

Subject otherwise to the Terms and Conditions of this Policy.

J6.27 ENDORSEMENT 19(i) –

**PASSENGER RISK EMPLOYEE OF THE INSURED –
GOODS CARRYING VEHICLE ONLY
(NOT APPLICABLE TO ACT POLICIES)**

We will pay the amount which You are legally liable to pay (other than liability under any Workmen's Compensation legislation) as damages and claimant's costs and expenses in respect of death or bodily injury to any of Your employee being carried in or upon or entering or getting on or alighting from but not driving the Motor Vehicle.

Provided always that in the event of accident occurring whilst the Motor Vehicle is carrying more than Of Your employees (in addition to the driver) We shall not be liable for more than a rateable proportion of the total amount payable because of this endorsement in respect of such accident.

Subject otherwise to the Terms and Conditions of this Policy.

**J6.28 ENDORSEMENT 39 –
EXCLUSION OF THIRD PARTY WORKING RISK**

We agree that We shall not be liable under Section b of this Policy in respect of liability incurred by You arising out of the operations as a tool of the Motor Vehicle or of any plant forming part of such Motor Vehicle or attached thereto except so far as is necessary to meet the requirement of the Legislation.

**J6.29 ENDORSEMENT NO. 54 –
UNSPECIFIED TRAILERS – COMMERCIAL VEHICLES
ONLY (Premium paid per specified towing vehicle)**

We will cover Your trailers whilst attached to a Motor Vehicle specified in the appendix subject to the Terms and Conditions of this Policy.

Provided that:

- a) Section A of this Policy shall not apply to any disabled mechanically propelled vehicle.
- b) Our liability of the Company under Section A of this Policy for loss of or damage to such trailer(s) shall not exceed the sum of (as per policy schedule).
- c) For the purposes of Exception (c) and (d) to Section B of this Policy a motor vehicle and trailer(s) attached thereto shall be considered as one motor vehicle.

**J6.31 ENDORSEMENT NO. 90 –
COMMERCIAL VEHICLE – SECTION A-3
TRANSPORTATION OF DAMAGED VEHICLE**

In consideration the payment of an additional premium, our limit of liability under Section A-3 is increased to RM (as per policy schedule).

Subject otherwise to the Terms and Conditions of this Policy.

J6.32 MEMO A – FORM MZ300 “C” PERMIT

Persons or Classes of persons entitled to drive:

- (a) The Policyholder
- (b) Any other person who is driving on the Policyholder's order or with his permission.

Provided that the person driving is permitted in accordance with licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

Limitation as to use:

- (a) Use in connection with the Policyholder's business.
- (b) Use for the carriage of passengers (other than for hire or reward) in connection with the Policyholder's business.
- (c) Use for social, domestic or pleasure purposes.

The policy does not cover:

- (a) Use for hire or reward or for racing pace-making reliability trial or speed testing.
- (b) Use whilst drawing a trailer except the towing of any disabled mechanically propelled vehicle.

J6.33 MEMO B – FORM MZ301 “A” PERMIT

Persons or Classes of persons entitled to drive:

- (1) Whilst the vehicle is being used in connection with the Policyholder's business:-
 - (a) The Policyholder
 - (b) Any other person provided he is in the Policyholder's employ and is driving on his order or with his permission.
- (2) Whilst the vehicle is being used for social, domestic or pleasure purposes:-
 - (a) The Policyholder
 - (b) Any other person who is driving on the Policyholder's order or with his permission.

Provided that the person driving is permitted in accordance with licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

Limitation as to use:

- (a) Use in connection with the Policyholder's business.
- (b) Use for the carriage of passengers (other than for hire or reward) in connection with the Policyholder's business.
- (c) Use for social, domestic or pleasure purposes.

The policy does not cover:

- (a) Use for racing pace-making reliability trial or speed testing.
- (b) Use whilst drawing a trailer except the towing of any disabled mechanically propelled vehicle.
- (c) Use for the carriage of passengers for hire and reward

J6.34 MEMO C – FORM MZ600 BUS

Persons or Classes of persons entitled to drive:

- (a) The Policyholder
- (b) Any other person provided he is in the Policyholder's employ and is driving on his order or with his permission.

Provided that the person driving is permitted in accordance with licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

Limitation as to use:

Use only for the carriage of passengers or goods in connection with the Policyholder's business.

The policy does not cover:

- (a) Use for racing pace-making reliability trial or speed testing.
- (b) Use whilst drawing a trailer except the towing (other than for reward) of any disabled mechanically propelled vehicle.

J6.35 MEMO D – FORM MZ801 SPECIAL TYPES

Persons or Classes of persons entitled to drive:

- (a) The Policyholder
- (b) Any other person provided he is in the Policyholder's employ and is driving on his order or with his permission.

Provided that the person driving is permitted in accordance with licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

Limitation as to use:

- (a) Use in connection with the Policyholder's business.
- (b) Whilst the Motor Vehicle is being so used the carriage of passengers is permitted.

The policy does not cover:

- (a) Use for racing pace-making reliability trial or speed testing.
- (b) Use for the carriage of passengers for hire or reward.
- (c) Use whilst drawing a trailer except the towing (other than for reward) of any disabled mechanically propelled vehicle.

J6.37 ENDORSEMENT 106 – INSURER'S AUTHORISED WORKSHOP

Condition 2(h) of this policy is hereby amended to read as follows:-

In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairers Scheme (PARS) workshop selected and approved by Us for repairs. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and We shall have the right to decline liability under Section A of the Policy.

Subject otherwise to the Terms and Conditions of this Policy.

Note: This Endorsement is for use by insurers who have their own panel of repairers selected from the PARS list.

J6.38 ENDORSEMENT 38 – MOBILE CRANES

We agree that in respect of the Motor Vehicle (as per policy schedule) We shall not be liable:-

- (a) Under Section A of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire external explosion self-ignition or lightning or burglary housebreaking or theft.
- (b) Under Section B of this Policy except so far as is necessary to meet the requirements of the Legislation in respect of liability incurred by You arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

J6.39 WARRANTY NO. 1 – WARRANTY ON OVERLOADING OF VEHICLE (APPLICABLE TO ALL COMMERCIAL VEHICLES INCLUDING PRIVATE BUSES AND VANS)

Warranted the We shall not be liable under Section A of this Policy in the event that at the time of accident giving rise to a claim under this Policy Your Vehicle carries a load in excess of the permitted weight and/or number of passengers as specified in the registration book of Your vehicle. Provided always that this warranty shall not apply unless overloading exceeds by 10% of the permitted weight (for good carrying vehicles).

Subject otherwise to the Terms and Conditions of this policy.

POLISI KENDERAAN PERDAGANGAN

JENIS PERLINDUNGAN

MANA-MANA YANG BERIKUT BOLEH DITERIMA PAKAI:-

KOMPREHENSIF - Seksyen A & B dalam polisi ini diterima pakai;

PIHAK KETIGA SAHAJA - Hanya Seksyen B diterima pakai.

"Ia adalah satu kesalahan di bawah undang-undang Republik Singapura jika memasuki Negara itu tanpa melanjutkan insurans kenderaan bermotor kepada lindungan liabiliti penumpang."

Semua kemalangan hendaklah dilaporkan kepada pihak polis dalam tempoh 24 jam.

SEMUA PENGENDORSAN, FASAL ATAU WARANTI YANG DILAMPIRKAN SECARA BERASINGAN PADA POLISI INI JUGA DITERIMA PAKAI.

PERJANJIAN KITA

Kontrak Insurans Komersial (Insurans bagi tujuan perdagangan, perniagaan atau profesion)

Polisi dikeluarkan sejajar dengan pembayaran dari premium yang ditentukan dalam Jadual Polisi dan menurut kepada kenyataan yang telah dikemukakan di dalam Borang Cadangan (atau semasa permohonan insurans ini) dan segala kenyataan yang telah dibuat oleh pihak Anda pada atau semasa penyerahan Borang Cadangan (atau semasa permohonan insurans ini) dan pada masa perjanjian ini ditandatangani. Jawapan dan sebarang pernyataan lain yang Anda berikan akan menjadi sebahagian daripada kontrak insurans antara Anda dan pihak Kami. Sekiranya terdapat sebarang salah nyata pada pra-kontrak berhubung dengan jawapan Anda atau di mana-mana pernyataan yang diberikan oleh Anda, ia mungkin mengakibatkan pembatalan kontrak insurans, keengganan atau pengurangan gantirugi, perubahan terma atau penamatan kontrak insurans Anda.

Polisi ini bertindak atas terma-terma dan syarat-syarat kontrak insurans seperti yang telah dipersetujui antara Anda dan pihak Kami.

SEKSYEN A - KERUGIAN ATAU KEROSAKAN PADA KENDERAAN ANDA

1. Kami akan melindungi Anda sekiranya Kenderaan Anda rosak atau hilang dalam keadaan berikut:-

- berlanggar atau terbalik akibat kemalangan,
- berlanggar atau terbalik akibat kerosakan mekanikal,
- berlanggar atau terbalik akibat haus dan lusuh,
- rosak akibat dihempap oleh objek jatuh, dengan syarat tidak bersabit dengan banjir, taufan, hurikan, ribut, ribut kencang, letusan gunung berapi, gempa bumi, tanah runtuh, gelinciran tanah, penurunan atau penenggelaman tanah ataupun konvulsi semula jadi yang lain,
- kebakaran, letupan atau kilat,
- pecah-masuk, pecah rumah atau kecurian,
- perbuatan niat jahat,
- semasa dalam transit (termasuk semasa punggah memunggah) melalui:
 - jalan raya rel laluan air pedalaman
 - laluan laut terus merentasi selat antara Pulau Pinang dengan Semenanjung.

2. Asas Penyelesaian

- Kami akan, mengikut pilihan Kami:
 - membayar kos memperbaiki Kenderaan Anda, atau
 - membayar secara tunai, amaun kerugian atau kerosakan Kenderaan Anda, atau
 - membayar pulih atau mengganti Kenderaan Anda.
- Jumlah maksimum yang akan Kami bayar ialah nilai pasaran Kenderaan Anda pada masa kerugian, atau jumlah diinsuranskan dalam Polisi, mengikut yang mana lebih rendah.
- Sekiranya Kenderaan Anda, pada masa berlakunya kerugian atau kerosakan, diinsuranskan pada jumlah kurang daripada nilai pasarnya, maka Anda hendaklah dianggap sebagai penanggung insurans sendiri bagi perbezaan tersebut dan hendaklah menanggung perkadaran setimpal bagi kerugian itu. Dengan syarat, ianya tidak akan diterima pakai melainkan nilai pasaran pada masa berlakunya kerugian melebihi jumlah yang diinsuranskan sebanyak 10% atau lebih.
- Nilai pasaran Kenderaan Anda akan ditentukan, sekiranya berlaku pertikaian, oleh Ibu Pejabat Pemegang Francais, dan nilai ini hendaklah sama dengan kos pembelian kenderaan gantian dengan buatan, model dan usia yang sama dengan Kenderaan Anda pada masa kerugian.
- Sekiranya tidak ada Pemegang Francais untuk buatan Kenderaan Anda, maka nilai pasaran kenderaan akan ditentukan oleh Pelaras Kerugian yang berdaftar di bawah Akta Perkhidmatan Kewangan 2013 dan perundangan berikutnya yang dipersetujui bersama oleh Anda dan Kami.
- Penilaian yang dibuat oleh Ibu Pejabat Pemegang Francais yang berkenaan atau Pelaras Kerugian yang berdaftar di bawah Akta Perkhidmatan Kewangan 2013 dan perundangan berikutnya akan menjadi bukti muktamad berhubung dengan nilai pasaran Kenderaan Anda untuk sebarang prosiding undang-undang terhadap Kami.
- Jumlah maksimum yang akan Kami bayar bagi kos pembaikan terhadap Kenderaan Anda adalah perbelanjaan yang perlu ditanggung bagi memulihkan kerosakan Kenderaan Anda kepada keadaan sebelum kemalangan (atau kepada keadaan yang se hampir mungkin yang munasabah seperti sebelum kemalangan). Sekiranya alat francais baru digunakan, Anda akan menanggung bahagian "betterment" atas penggantian alat francais mengikut skala berikut:-

Umur Kenderaan / Tahun	Kadar untuk "Betterment" (Tidak melebihi % berikut)
Kurang dari 5 tahun	0
5	15

"Jadual Polisi dan terma & syarat polisi hendaklah dibaca bersama untuk membentuk keseluruhan kontrak diantara AIG Malaysia dan Pemegang Polisi/Orang Yang Diinsuranskan"

6	20
7	25
8	30
9	35
10 dan ke atas	40

Asas berikut hendaklah digunakan dalam menentukan umur kenderaan:-

Umur kenderaan berdasarkan pada:-

Kenderaan Baru.....Tarikh Pendaftaran

Kenderaan Tempatan Terpakai / Telah Digunakan.....Tarikh Pendaftaran Asal

Kenderaan Import Terpakai / Telah Digunakan.....Tahun Buat

Kenderaan Import "reconditioned".....Tahun Buat

Pengenaan "betterment" adalah atas budi bicara Kami. Skala "betterment" merupakan kadar maksimum "betterment" yang boleh digunakan.

3. Pengangkutan Kenderaan Yang Rosak

Kami akan membayar Anda sehingga maksimum RM200.00 sebagai Upah Tunda untuk membawa Kenderaan Anda, sama ada ke Bengkel Membaiki Kereta yang terdekat, atau menunda kenderaan untuk dihantar pulang ke alamat Anda seperti dinyatakan di dalam Jadual, atau menunda ke tempat selamat untuk disimpan, dengan syarat kerosakan Kenderaan Anda diakibatkan oleh keadaan seperti yang dinyatakan dalam Seksyen ini.

Pengecualian kepada Seksyen A

Kami TIDAK akan membayar bagi:

- (a) segala kerugian turutan.
- (b) kehilangan kegunaan Kenderaan Anda.
- (c) susut nilai, haus dan lusuh, karat dan kakisan, kelesuan logam, kerosakan mekanikal atau elektrik atau elektronik, kepincangan tugas peralatan atau komputer, kegagalan atau pecahnya mana-mana bahagian Kenderaan Anda kecuali pecahnya cermin hadapan/belakang, tingkap atau tingkap bumbung, termasuk filem salutan/mewarna, jika ada. susut nilai, haus dan lusuh, karat dan kakisan, kelesuan logam, kerosakan mekanikal atau elektrik atau elektronik, kepincangan tugas peralatan atau komputer, kegagalan atau pecahnya mana-mana bahagian Kenderaan Anda kecuali pecahnya cermin hadapan/belakang, tingkap atau tingkap bumbung, termasuk filem salutan/mewarna, jika ada.
- (d) kerosakan disebabkan oleh muatan yang berlebihan atau terlalu berat.
- (e) kerosakan disebabkan oleh letupan apa-apa dandang yang menjadi sebahagian daripada atau dipasang pada atau atas Kenderaan Anda.
- (f) kerosakan pada tayar Kenderaan Anda, kecuali Kenderaan Anda rosak pada masa yang sama.
- (g) apa-apa kerugian atau kerosakan yang disebabkan oleh, atau berpunca daripada perbuatan menipu/pecah amanah jenayah oleh seseorang mengikut makna definisi kesalahan menipu/pecah amanah jenayah seperti yang terdapat di dalam Kanun Keseksaan.
- (h) lebihan seperti yang dinyatakan di dalam Jadual.
- (i) kegagalan atau ketidakupayaan mana-mana peralatan atau program komputer untuk mengenal atau mentafsir dengan betul atau memproses mana-mana tarikh sebagai tarikh benar atau betul atau untuk terus berfungsi dengan betul selepas tarikh itu.

SEKSYEN B : LIABILITI TERHADAP PIHAK KETIGA

1. Kami akan melindungi Anda atau pemandu yang Anda beri kuasa satu amaun yang Anda atau pemandu yang Anda beri kuasa perlu bayar mengikut undang-undang (termasuk kos dan perbelanjaan pihak yang menuntut) terhadap kemalangan yang disebabkan oleh atau berpunca daripada penggunaan Kenderaan Anda atau berkaitan dengan punggah-memunggah daripadanya bagi:-

- (a) kematian atau kecederaan anggota kepada mana-mana orang kecuali yang dinyatakan secara khusus di bawah Pengecualian kepada Seksyen B.
- (b) kerosakan kepada harta akibat kemalangan yang berpunca daripada penggunaan Kenderaan Anda dengan syarat pemandu yang Anda beri kuasa juga mematuhi semua terma dan syarat polisi seperti yang dikenakan ke atas Anda.

2. Had Liabiliti Kami

Jumlah keseluruhan liabiliti Kami di bawah Seksyen B1 (a) adalah tidak terhad.) berhubung dengan) mana-mana tuntutan) atau satu siri tuntutan) yang timbul) daripada satu) peristiwa

Jumlah keseluruhan liabiliti Kami di bawah Seksyen B1 (b) adalah terhad kepada RM3 juta

3. Menunda Kenderaan Yang Rosak

Kami akan bertanggungjawab terhadap liabiliti yang ternyata di bawah Seksyen B(1)(a) dan Seksyen B(1)(b) jika Kenderaan Anda digunakan untuk menunda mana-mana Kenderaan Bermotor yang rosak.

Dengan syarat:-

- a) kenderaan yang di tunda bukan di tunda untuk ganjaran
- b) Kami tidak bertanggungjawab terhadap kerugian atau kerosakan kepada kenderaan yang di tunda atau harta yang dibawanya.

4. Perlindungan untuk Wakil Di sisi Undang-Undang

Berikutan kematian mana-mana orang yang dilindungi di bawah Polisi ini, Kami akan menanggung rugi wakil di sisi undang-undang orang tersebut untuk liabiliti yang di lindungi di bawah Seksyen ini, dengan syarat wakil berkenaan mematuhi semua terma dan syarat polisi.

5. Kos Undang-undang

Kami akan membayar kos undang-undang tertanggung sehingga maksimum RM2,000.00 untuk membela mana-mana pertuduhan termasuk pertuduhan menyebabkan kematian dengan memandu Kenderaan Bermotor (selain daripada pembunuhan), sekiranya persetujuan bertulis Kami telah diperolehi terlebih dahulu.

PENGECUALIAN KEPADA SEKSYEN B

Kami **TIDAK** akan membayar bagi:-

- (a) kematian atau kecederaan anggota ke atas mana-mana orang atau kerosakan kepada harta disebabkan atau berpunca di luar had mana-mana laluan kenderaan atau jalan raya awam berkaitan dengan pemunggahan ke atas dan daripada Kenderaan Anda
- (b) kematian atau kecederaan anggota mana-mana orang yang kematian atau kecederaan tersebut berlaku berpunca daripada dan semasa orang berkenaan bekerja dengan Anda atau pemandu yang Anda beri kuasa.
- (c) kematian atau kecederaan anggota mana-mana orang yang sedang dibawa di dalam atau sedang menaiki atau masuk atau turun dari Kenderaan Anda (kecuali dia dikehendaki dibawa di dalam atau di atas Kereta Anda dengan sebab atau bagi tujuan melaksanakan kontrak pekerjaannya dengan Anda dan/atau pemandu yang Anda beri kuasa dan/atau majikannya).
- (d) kerosakan terhadap harta kepunyaan, atau di bawah jagaan atau di bawah kawalan atau diamanahkan kepada Anda dan/atau Pemandu yang Anda beri kuasa dan/atau mana-mana ahli keluarga Anda dan/atau mana-mana ahli keluarga Pemandu yang Anda beri kuasa.
- (e) kerosakan mana-mana jambatan, jambatan timbang atau jejambat atau jalan atau benda yang berada di bawahnya akibat getaran atau berat Kenderaan Anda atau muatan yang di bawa oleh Kenderaan Anda.
- (f) kerosakan harta yang di sebabkan oleh atau berpunca daripada letupan dandang yang menjadi sebahagian daripada, dipasang pada atau atas Kenderaan Anda.
- (g) kematian atau kecederaan anggota disebabkan oleh atau berpunca daripada letupan dandang yang menjadi sebahagian daripada, dipasang pada atau atas Kenderaan Anda kecuali ia diperlukan untuk memenuhi kehendak perundangan.
- (h) apa-apa tuntutan yang dibawa ke mahkamah terhadap mana-mana orang di mana-mana negara di luar Malaysia, Republik Singapura atau Negara Brunei Darussalam.
- (i) semua kos dan perbelanjaan perundangan yang tidak tertanggung atau boleh di tuntutan balik di Malaysia, Republik Singapura atau Negara Brunei Darussalam.

DISKAUN TANPA TUNTUTAN

Jika tiada tuntutan dibuat atau timbul daripada polisi Anda dan dengan syarat Kenderaan Anda diinsuranskan dengan Kami untuk tempoh berterusan selama 12 bulan di dalam setiap keadaan di bawah ini, Anda layak mendapat Diskaun Tanpa Tuntutan semasa membarui Polisi Anda seperti berikut:-

Tempoh Insurans	Diskaun
Selepas tahun pertama insurans	15%
Selepas tahun kedua insurans	20%
Selepas tiga tahun atau lebih insurans	25%

Jika Kami bersetuju memindahkan kepentingan dalam Polisi ini, tempoh kepentingan di atas nama Anda tidak akan terakru untuk manfaat pemilik baharu.

Jika lebih daripada satu Kenderaan Bermotor yang dinyatakan di dalam Jadual, Diskaun Tanpa Tuntutan hendaklah diguna pakai seolah-olah satu Polisi yang berasingan telah dikeluarkan berhubung dengan setiap Kenderaan Bermotor berkenaan.

PENGELAKAN SESETENGAH TERMA DAN HAK TUNTUT BALIK

1. Hak Anda atau hak mana-mana orang lain untuk memperolehi indemniti berdasarkan Perundangan atau Perjanjian yang dimeterai antara Menteri Pengangkutan bagi Pihak Kerajaan Malaysia dengan "Motor Insurers' Bureau of West Malaysia" pada 30 Mac, 1992, atau Perjanjian yang dimeterai antara Kerajaan Singapura dengan "Motor Insurers' Bureau of Singapore" pada 22 Februari 1975, tidak akan terjejas walau apa pun.
2. Walau bagaimanapun, sekiranya Kami dikenakan apa-apa bayaran akibat Perundangan atau Perjanjian tersebut yang jika tidak kerananya Kami tidak ada liabiliti untuk membayar, Anda hendaklah membayar balik kepada Kami wang yang telah Kami bayar itu.
3. Sekiranya tuntutan Kerosakan Sendiri telah dibayar dan tuntutan Kerosakan Harta Pihak Ketiga juga telah dibuat, Anda dikehendaki menyerahkan dan/atau memulangkan kepada Kami apa-apa jumlah yang telah dibayar kepada Anda, yang mana kegagalan untuk berbuat demikian Kami berhak mendapatkan kembali jumlah yang telah dibayar dan apa-apa akibat langsung kos bayaran atau perbelanjaan tertanggung.

PENGECUALIAN AM - DITERIMA PAKAI UNTUK KESELURUHAN POLISI

Kami **TIDAK** akan membayar apa-apa liabiliti dalam keadaan berikut:

1. Jika Anda atau mana-mana orang yang Anda beri kebenaran tidak mempunyai lesen untuk memandu kenderaan tersebut kecuali sekiranya Anda atau mana-mana orang yang Anda beri kebenaran pernah memegang dan tidak hilang kelayakan daripada memegang atau mendapatkan lesen untuk memandu kenderaan Anda di bawah mana-mana undang-undang, undang-undang kecil dan peraturan yang diperlukan.
2. Jika Anda atau pemandu yang Anda beri kuasa memandu Kenderaan Anda di bawah pengaruh minuman keras atau dadah sehingga tahap yang menyebabkan tidak dapat mengawal Kenderaan Anda.
3. (a) Apa-apa kerugian, kerosakan atau liabiliti disebabkan oleh Kenderaan Anda yang digunakan untuk tujuan yang tidak sah di sisi undang-undang atau telah digunakan selain yang diperuntukkan di bawah Had Penggunaan oleh Anda atau oleh orang lain dengan persetujuan Anda.
(b) Apa-apa kemalangan, kerugian, kerosakan atau liabiliti yang disebabkan, dialami atau ditanggung semasa Kenderaan Anda, berhubung dengan indemniti yang diperuntukkan di bawah Polisi ini telah dipandu oleh mana-mana orang selain pemandu yang dibenarkan atau seseorang yang memandu dengan arahan Anda atau dengan kebenaran Anda.
4. Jika apa-apa kerugian, kerosakan atau liabiliti disebabkan oleh serangan, peperangan (sama ada peperangan yang diisytiharkan atau tidak diisytiharkan), operasi seakan peperangan, perbuatan musuh asing, permusuhan, peperangan sivil, perbuatan ganas, mogok, rusuhan, kekecohan awam, dahagi, pemberontakan, revolusi tentera atau rampasan kuasa sama ada diakibatkan secara langsung atau tidak langsung oleh keadaan-keadaan yang tersebut di atas.

"Jadual Polisi dan terma & syarat polisi hendaklah dibaca bersama untuk membentuk keseluruhan kontrak diantara AIG Malaysia dan Pemegang Polisi/Orang Yang Diinsuranskan"

5. Jika kerugian, kerosakan atau liabiliti yang secara langsung atau tidak langsung disebabkan atau diakibatkan oleh atau timbul akibat banjir, taufan, hurikan, ribut, ribut kencang, letusan gunung berapi, gempa bumi, tanah runtuh, gelinciran tanah, penurunan atau penenggelaman tanah atau konvulsi semula jadi lain.
6. Jika kenderaan Anda digunakan untuk atau semasa diuji sebagai persediaan untuk mana-mana perlumbaan atau pertandingan (selain acara mencari harta karun). Ini termasuk (tetapi tidak terhad kepada) ujian kebolehpercayaan, ujian mendaki bukit dan rali.
7. Jika berlaku apa-apa kemalangan atau kerosakan, Kenderaan Anda ditinggalkan tanpa dijaga dan tiada langkah sewajarnya diambil bagi menghalang kerugian atau kerosakan selanjutnya, dan jika Kenderaan Anda dipandu dalam keadaan ia tidak layak digunakan di jalan raya sebelum pembaikan yang perlu dibuat, apa-apa kerosakan tambahan atau kerosakan selanjutnya pada Kenderaan Anda akan dikecualikan daripada perlindungan Polisi ini.
8. Apa-apa kerosakan, kerugian, kemalangan atau liabiliti yang disebabkan, dialami atau tertanggung di luar Malaysia, Republik Singapura dan Negara Brunei Darussalam. Bagi liabiliti di Malaysia, pengehadan-pengehadan Akta diterima pakai.
9. Jika apa-apa liabiliti berbangkit daripada sesuatu perjanjian yang mana tanpa perjanjian tersebut Kami tidak ada liabiliti.
10. (a) Apa-apa kemalangan kerugian atau kerosakan pada mana-mana harta walau apa pun atau apa-apa kerugian atau perbelanjaan walau apa pun akibat atau timbul daripadanya atau apa-apa kerugian turutan
(b) Apa-apa liabiliti walau apa pun sifatnya yang secara langsung atau tidak langsung disebabkan atau diakibatkan oleh atau timbul daripada pancaran pengionan atau pencemaran radioaktif daripada apa-apa bahan api nuklear atau daripada apa-apa bahan buangan nuklear daripada pembakaran bahan api nuklear. Bagi tujuan pengecualian ini, pembakaran termasuk apa-apa proses pembelahan nuklear yang mampu diri.
11. Apa-apa kemalangan, kerugian, kerosakan atau liabiliti yang secara langsung atau tidak langsung disebabkan atau diakibatkan oleh atau timbul daripada bahan dan senjata nuklear.

Jika terdapat undang-undang dinyatakan di dalam seksyen Polisi bertajuk 'Pengelakan Sesetengah Terma dan Hak Tuntut Balik' atau di dalam Jadual Polisi di bawah tajuk 'Perundangan', semua rujukan kepada Seksyen tertentu undang-undang sedemikian adalah dianggap terbatal supaya rujukan kepada undang-undang sedemikian akan diterima pakai pada setiap undang-undang keseluruhannya.

SYARAT - DITERIMA PAKAI UNTUK KESELURUHAN POLISI

1. KEWAJIPAN PENDEDAHAN

Kontrak Insurans Komersial

Apabila Anda telah memohon insurans ini sepenuhnya untuk tujuan yang berkaitan dengan perdagangan, perniagaan atau profesion Anda, Anda mempunyai kewajipan untuk mendedahkan apa-apa perkara yang Anda tahu yang akan mempengaruhi keputusan Kami dalam menerima risiko dan menentukan kadar dan terma yang dikenakan dan apa-apa perkara yang munasabah yang boleh dijangka, jika tidak ia boleh mengakibatkan pembatalan kontrak insurans, keengganan atau pengurangan ganti rugi, perubahan terma atau penamatan kontrak insurans Anda.

Anda juga mempunyai kewajipan untuk memberitahu Kami dengan serta-merta jika pada bila-bila masa selepas kontrak insurans Anda ditandatangani, diubah atau diperbaharui dengan Kami, apa-apa maklumat yang diberikan di dalam Borang Cadangan (atau semasa permohonan insurans ini) tidak tepat atau telah berubah.

2. KEMALANGAN DAN PROSEDUR TUNTUTAN

- (a) Kami mestilah diberitahu secara bertulis atau melalui telefon dalam mana-mana kes dengan butiran kenderaan-kenderaan yang terlibat, tarikh kemalangan dan, jika mungkin, gambaran ringkas keadaan kemalangan tersebut dalam jangka waktu yang dicatatkan seperti berikut selepas kejadian yang mungkin menjadi subjek sesuatu tuntutan di bawah Polisi ini:-
 - a) Dalam tempoh tujuh (7) hari jika Anda dari segi fizikal berupaya atau tidak dimasukkan ke hospital berikutan kejadian itu.
 - b) Dalam tempoh tiga puluh (30) hari atau secepat yang praktikal jika Anda dari segi fizikal tidak berupaya dan dimasukkan ke hospital disebabkan kejadian itu.
 - c) Selain dari a) dan b), tempoh pemberitahuan lebih panjang mungkin dibenarkan tertakluk kepada bukti khusus oleh Anda.
- (b) Sekiranya kenderaan Anda dilanggar oleh kenderaan Pihak Ketiga, Anda boleh merujuk tuntutan untuk kos pembaikan tersebut kepada Kami. Kelayakan Diskaun Tanpa Tuntutan Anda tidak akan terjejas sekiranya Kami memutuskan Anda tidak bersalah. Keputusan mengenai kesalahan tersebut adalah mengikut budi bicara Kami sepenuhnya. Dengan syarat kenderaan Pihak Ketiga itu berinsurans, boleh dikenal pasti dan/atau bukan kenderaan digunakan untuk membawa penumpang bagi tujuan sewaan atau ganjaran (misalnya teksi, kereta sewa, bas awam, bas berhenti-henti, bas sekolah dan bas kilang untuk sewaan), bukan kenderaan yang diinsuranskan oleh bukan Penanggung Insurans Malaysia dan tidak terlibat dengan tuntutan kecederaan peribadi.
- (c) Semua kemalangan mestilah dilaporkan kepada pihak Polis seperti yang dikehendaki oleh undang-undang.
- (d) Setiap komunikasi, writ, saman dan/atau proses daripada pihak yang lain mestilah dihantar kepada Kami serta-merta. Anda juga mesti tanpa berlengah memberitahu Kami sekiranya Anda tahu apa-apa pendakwaan, inkuet atau siasatan maut yang mungkin berbangkit. Sekiranya terjadi kecurian atau perbuatan lain yang boleh membawa kepada tuntutan di bawah Polisi ini, Anda mestilah tanpa berlengah membuat laporan kepada Polis dan bekerjasama dengah Kami dalam memastikan sabitan pesalah.
- (e) Perundangan, Pengakuan atau Penolakan apa-apa tuntutan tidak boleh dibuat tanpa persetujuan bertulis daripada Kami terlebih dahulu.
- (f) Kami mempunyai budi bicara sepenuhnya terhadap pengendalian, pembelaan dan/atau penyelesaian mana-mana tuntutan.
- (g) Pembaikan kenderaan Anda tidak boleh dilakukan tanpa kebenaran bertulis daripada Kami terlebih dahulu.
- (h) Sekiranya Kenderaan Anda terlibat dalam kemalangan dan membawa kepada tuntutan, Kenderaan Anda mesti dibawa ke Bengkel yang diluluskan oleh PIAM untuk diperbaiki. Kegagalan mengalih Kenderaan Anda ke Bengkel yang diluluskan oleh PIAM adalah pelanggaran terhadap syarat ini, dan Kami berhak untuk menolaki liabiliti di bawah Seksyen A Polisi ini.
- (i) Dalam mana-mana peristiwa yang membawa kepada tuntutan atau satu siri tuntutan di bawah Seksyen B1(b) Polisi ini, Kami boleh membayar Anda amaun sepenuh liabiliti Kami mengikut Seksyen B1(b) dan melepaskan pengendalian apa-apa pembelaan, penyelesaian atau prosiding, dan Kami tidak akan bertanggungjawab bagi apa-apa kerugian yang dikatakan Anda alami akibat daripada mana-mana tindakan atau peninggalan yang dikatakan telah Kami lakukan berkaitan dengan pembelaan, penyelesaian atau prosiding tersebut atau kerana Kami telah melepaskan pengendalian berkenaan, begitu juga Kami tidak akan menanggung apa-apa kos atau perbelanjaan yang Anda tanggung atau oleh mana-mana pihak yang menuntut atau sesiapa sahaja selepas Kami melepaskan pengendalian berkenaan.

2. PEMBATALAN

- (a) Anda boleh membatalkan Polisi ini pada bila-bila masa dengan memberitahu Kami secara bertulis.
- (b) Kami juga boleh membatalkan Polisi ini dengan memberi Anda notis 14 hari secara bertulis melalui surat berdaftar kepada alamat Anda yang terakhir.
- (c) Anda hendaklah dalam tempoh tujuh hari dari tarikh pembatalan di bawah perenggan (a) atau (b) di atas, menyerahkan sijil insurans asal kepada Kami atau, menyediakan untuk Kami satu akuan berkanun jika sijil berkenaan telah hilang atau musnah atau tidak diterima oleh Anda.
- (d) Sekiranya pembatalan diminta oleh Anda (asalkan tidak ada tuntutan dibuat dalam Tempoh Insurans berkenaan), Anda adalah layak mendapat bayaran balik premium berdasarkan kadar jangka pendek biasa Kami dikira dari tarikh penerimaan sijil asal atau akuan berkanun sekiranya sijil berkenaan telah hilang atau musnah atau tidak diterima oleh Anda seperti yang berikut:-

<u>Tempoh Insurans</u>	<u>Kadar Bayaran Balik Premium %</u>
Tidak melebihi 1 minggu	87.5 daripada premium tahunan
" " 1 bulan	75.0 " " "
" " 2 bulan	62.5 " " "
" " 3 bulan	50.0 " " "
" " 4 bulan	37.5 " " "
" " 6 bulan	25.0 " " "
" " 8 bulan	12.5 " " "
Melebihi 8 bulan	tiada bayaran balik premium dibenarkan.

- (e) Sekiranya pembatalan dibuat oleh Kami, Anda layak mendapat bayaran balik premium secara prorata bagi tempoh yang belum tamat dikira dari tarikh penerimaan sijil asal atau akuan berkanun sekiranya sijil berkenaan telah hilang atau musnah atau tidak diterima oleh Anda.
- (f) Tiada bayaran balik premium bagi sebarang pembatalan polisi sekiranya premium yang dikenakan adalah premium minimum.

4. INSURANS LAIN

Anda mestilah memberikan notis bertulis kepada Kami jika Anda mempunyai apa-apa insurans lain yang melindungi Kenderaan Anda. Jika pada masa apa-apa tuntutan timbul di bawah Polisi ini, terdapat sebarang polisi lain yang melindungi kerugian, kerosakan atau liabiliti yang sama, Kami akan hanya membayar mengikut perkadaran setimpal bagi mana-mana kerugian, kerosakan, pampasan, kos atau perbelanjaan. Walau bagaimanapun, tiada apa-apa dalam Syarat ini yang mengenakan Kami apa-apa liabiliti yang Kami tidak tertakluk kepada syarat tersebut.

5. SUBROGASI

Sekiranya perlu, Kami berhak untuk mengambil alih atas perbelanjaan Kami sendiri terhadap pengendalian pembelaan atau penyelesaian mana-mana tuntutan atas nama Anda atau mendakwa atas nama Anda untuk kepentingan Kami mana-mana indemniti atau kerugian atau sebaliknya dan Kami mempunyai budi bicara mutlak dalam pengendalian sebarang prosiding dan dalam penyelesaian mana-mana tuntutan, dan Anda hendaklah memberi semua maklumat dan bantuan yang berkenaan seperti mana yang Kami perlukan.

6. FASAL TIMBANG TARA

Semua pertelingkahan yang timbul daripada polisi ini akan dirujuk kepada Penimbang Tara yang akan dilantik secara bertulis oleh Anda dan Kami. Sekiranya Anda dan Kami tidak dapat bersetuju dalam menentukan siapakah Penimbang Tara dalam masa satu bulan yang diperlukan untuk berbuat demikian secara bertulis, maka Anda dan Kami layak untuk melantik Penimbang Tara masing-masing yang akan mendengar pertelingkahan ini bersama-sama dengan seorang pengadil yang dilantik oleh kedua-dua Penimbang Tara. Walau bagaimanapun disyaratkan bahawa mana-mana penafian tuntutan liabiliti oleh Kami bagi sebarang tuntutan mestilah dirujuk kepada Penimbang Tara dalam masa dua belas bulan kalendar dari tarikh penafian tuntutan Kami kepada Anda.

7. HAL LAIN

Polisi ini hanya akan berkuat kuasa sekiranya :-

- (a) Sesiapa yang menuntut perlindungan telah mematuhi semua Terma, Syarat, Pengendorsan, Fasal atau Waranti.
- (b) Anda telah mengambil semua langkah pencegahan yang sewajarnya bagi menjaga Kenderaan Anda supaya dalam keadaan selamat dan layak dipandu di jalanraya.
- (c) Anda telah mengambil langkah pencegahan yang sewajarnya bagi menjaga Kenderaan Anda daripada kerugian atau kerosakan.
- (d) Anda mesti membenarkan Kami memeriksa Kenderaan Anda pada bila-bila masa yang wajar.

8. SANKSI

Kami tidak dianggap sebagai menyediakan perlindungan dan Kami tidak akan bertanggungjawab untuk membayar apa-apa tuntutan atau memberikan apa-apa manfaat di bawah perlindungan ini setakat yang diperuntukan perlindungan tersebut, pembayaran tuntutan tersebut atau peruntukan manfaat tersebut akan mendedahkan Kami, syarikat induk Kami atau Entiti yang mengawal kami secara muktamad kepada sebarang sekatan, larangan atau sekatan di bawah resolusi Pertubuhan Bangsa-Bangsa Bersatu atau sekatan perdagangan atau ekonomi, undang-undang atau peraturan Kesatuan Eropah atau Amerika Syarikat.

9. SYARAT PENGUNDURAN PORTFOLIO

Kami berhak untuk membatalkan portfolio secara keseluruhan jika Kami memutuskan untuk menghentikan penajaan jamin produk insurans ini. Jika kami memutuskan untuk membatalkan portfolio secara keseluruhan, notis bertulis 30 hari akan diberikan kepada Anda dan Kami akan meneruskan semua polisi sehingga tamat tempoh perlindungan seperti dinyatakan di dalam portfolio.

DEFINISI ISTILAH DI DALAM POLISI

1. Kami merujuk kepada Syarikat Insurans.
2. Anda merujuk kepada Pemegang Polisi dan/atau Pihak Diinsuranskan.
3. Kenderaan Anda merujuk kepada Kenderaan itu, aksesori standard pemasangan di kilang dan apa-apa aksesori tambahan lain seperti yang dinyatakan di dalam Jadual Polisi.
4. Aksesori merujuk kepada alat standard kenderaan bermotor termasuk penyaman udara dan tayar ganti dan boleh termasuk radio/pemain kaset/pemain cakera padat dan seumpamanya jika tercatat di dalam jadual.
5. Bengkel merujuk kepada bengkel membaiki kenderaan bermotor di bawah Skim Bengkel Pembaikan yang diluluskan oleh PIAM.
6. Ahli keluarga Anda merujuk kepada semua ahli keluarga Anda yang terdekat (yakni suami/isteri, anak-anak termasuk anak angkat yang sah, ibu bapa, dan adik-beradik).
7. Penipuan seperti yang didefinisikan di dalam kanun Kesiksaan adalah seperti berikut:-
Barang siapa dengan memperdayakan mana-mana orang, sama ada atau tidak perdayaan tersebut ialah dorongan tunggal atau utama:-

- (a) dengan fraud atau dengan curang mendorong orang yang diperdayakan demikian untuk menghantar apa-apa harta kepada mana-mana orang, atau bersetuju bahawa mana-mana orang boleh menyimpan apa-apa harta; atau
- (b) dengan sengaja mendorong orang yang diperdayakan demikian membuat atau meninggalkan untuk membuat apa-apa yang mana orang itu tidak akan buat atau meninggalkan untuk dibuat jika ia tidak diperdayakan demikian dan tindakan atau peninggalan yang mana menyebabkan atau mungkin menyebabkan kerosakan atau mudarat kepada badan, ingatan, reputasi atau harta mana-mana orang, adalah dikatakan "menipu".
8. Pecah amanah jenayah seperti yang didefinisikan di dalam Kanun Kesiksaan adalah seperti berikut:
Barang siapa, yang dengan apa-apa cara telah diamanahkan dengan harta sama ada sendirian atau berse sama dengan mana-mana orang lain, atau dengan apa-apa kuasa atas harta, dengan curangnya menyalahgunakan, harta itu atau menjadikannya bagi kegunaannya sendiri, atau dengan curangnya menggunakan, atau melepaskan harta itu dengan melanggar apa-apa arahan undang-undang yang menetapkan cara bagaimana amanah itu kena disempurnakan, atau apa-apa kontrak di sisi undang-undang, yang nyata atau yang disifatkan ada, yang ia telah buat mengenai penyempurnaan amanah itu, atau dengan bersengaja membiarkan mana-mana orang lain berbuat demikian itu, adalah melakukan "pecah amanah jenayah".
9. Takrif perbuatan ganas
Bermakna sesuatu perbuatan termasuk tetapi tidak terbatas kepada penggunaan kekerasan atau keganasan dan/atau ugutan oleh mana-mana orang atau kumpulan, sama ada secara persendirian atau bagi pihak orang lain atau berkaitan dengan mana-mana organisasi atau kerajaan, komited kerana politik, agama, ideologi atau tujuan-tujuan seperti yang termasuk bermaksud untuk mempengaruhi mana-mana kerajaan dan/atau untuk membuat orang awam atau mana-mana pihak awam berada dalam ketakutan.

PENGENDORSAN

PENTING : KLAUSA TERSEBUT TIDAK DITERIMA PAKAI MELAINKAN IANYA DIISYTIHARKAN KHUSUSNYA DI DALAM JADUAL DAN/ATAU DIENDORSKAN.

J6.01 ENDORSMEN 1 – LEBIHAN SEMUA TUNTUTAN

Anda bertanggungjawab bagi RM (seperti di jadual polisi) yang pertama bagi setiap dan tiap-tiap tuntutan yang kena bayar (termasuk kos dan perbelanjaan yang ditanggung oleh Kami dalam mengendalikan, membela dan menyelesaikan sebarang tuntutan) di bawah Seksyen A Polisi ini sebagai tambahan kepada sebarang Lebihan lain yang boleh diterima pakai.

Jika perbelanjaan ditanggung oleh Kami itu termasuk amaun yang adalah tanggungjawab Anda, amaun sedemikian hendaklah dibayar balik kepada kami.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

J6.02 ENDORSMEN 2 – LEBIHAN TUNTUTAN KEROSAKAN

Anda bertanggungjawab bagi RM (seperti di jadual polisi) yang pertama bagi setiap dan tiap-tiap tuntutan yang kena bayar di bawah Seksyen A Polisi ini sebagai tambahan kepada sebarang Lebihan lain yang boleh diterima pakai.

Lebihan ini tidak diterima pakai bagi kerugian atau kerosakan yang disebabkan oleh kebakaran, letupan, kilat, pecah-masuk, pecah-rumah atau kecurian.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

J6.08 ENDORSMEN 15 – SEWA BELI

Kami telah mengambil perhatian dan bersetuju bahawa (seperti di jadual polisi) (selepas ini dirujuk sebagai Pemilik) adalah Pemilik Kenderaan Anda di bawah satu Perjanjian Sewa Beli yang dibuat antara Pemilik dan Anda. Apa-apa bayaran untuk kerugian atau kerosakan terhadap Kenderaan Anda (yang kerugian atau kerosakan tersebut tidak dipulihkan dengan pembaikan, pengembalian semula atau penggantian) di bawah Seksyen A Polisi ini akan dibayar kepada Pemilik selagi mereka masih menjadi Pemilik Kenderaan Anda. Penerimaan bayaran tersebut oleh mereka hendaklah merupakan pelepasan penuh dan muktamad kepada Kami atas kerugian atau kerosakan sedemikian. Polisi ini dikeluarkan kepada Anda sebagai pihak prinsipal dan bukan sebagai ejen atau pemegang amanah bagi Pemilik dan tidak sebagai suatu penyerahan hak oleh Anda kepada Pemilik akan hak, manfaat atau tuntutan Anda di bawah Polisi ini. Anda tidak boleh menyerah hak akan hak manfaat dan tuntutan Anda di bawah Polisi ini tanpa keizinan bertulis terlebih dahulu daripada Kami.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

J6.09 ENDORSMEN 15(a) – PINJAMAN MAJIKAN

Kami telah mengambil perhatian dan bersetuju bahawa (seperti di jadual polisi) mempunyai kepentingan atas wang yang kena dibayar kepada Anda melalui Polisi ini berhubung dengan kerugian atau kerosakan terhadap Kenderaan Anda (yang kerugian atau kerosakan tersebut tidak dipulihkan dengan pembaikan, pengembalian semula atau penggantian) dan wang sedemikian hendaklah dibayar kepada (seperti di jadual) sehingga notis diberikan kepada Kami bahawa mereka tidak mempunyai sebarang kepentingan kewangan ke atas Kenderaan Anda, dan penerimaan oleh mereka hendaklah merupakan pelepasan penuh dan muktamad akan liabiliti Kami berhubung dengan kerugian atau kerosakan sedemikian.

Melainkan melalui pengendorsan ini tidak ada apa dalam ini yang akan mengubah atau menjejaskan hak dan liabiliti Kami/Anda di bawah Polisi ini.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

J6.11 ENDORSMEN 89 – PEMECAHAN KACA CERMIN DEPAN/BELAKANG, TINGKAP ATAU TINGKAP BUMBUNG

Sebagai balasan bagi bayaran premium tambahan daripada Anda kepada Kami, Kami akan membayar kos mengganti atau membaiki kaca cermin depan/belakang, tingkap atau tingkap bumbung termasuk filem salutan/mewarna, jika ada, Kenderaan Anda akibat pecahnya kaca tersebut sehingga suatu amaun tidak melebihi RM (seperti di jadual).

Dengan syarat tiada tuntutan dibuat untuk kerosakan selanjutnya kepada Kenderaan Anda, mana-mana tuntutan yang dibuat dibawah pengendorsan ini tidak boleh menjejaskan Diskaun Tanpa Tuntutan dan Anda tidak bertanggung ke atas mana-mana Lebihan yang dinyatakan dalam Polisi.

Apabila tuntutan penggantian kaca cermin depan/belakang, tingkap atau tingkap bumbung diselesaikan manfaat ini hendaklah secara automatik ditamatkan kecuali perlindungan dikembalikan semula dengan suatu bayaran premium tambahan lanjutan.

Anda bagaimanapun, sentiasa tertakluk kepada persetujuan Kami sama ada diperolehi sebelum atau selepas pembaikan, mempunyai pilihan untuk membaiki kerosakan kaca cermin depan/belakang, tingkap atau tingkap bumbung pada Kenderaan Anda. Sekiranya Anda memilih untuk membaiki, Kami akan terus menyediakan manfaat ini kepada Anda semasa tempoh perlindungan ini bagi amaun seperti yang tercatat di atas:-

- (a) Selepas tolak apa-apa tuntutan yang dibayar oleh Kami bagi tujuan membaiki; atau

- (b) Bagi jumlah asal dengan syarat Anda telah membayar kepada Kami suatu premium tambahan lanjutan bagi mengembalikan jumlah asal perlindungan seperti dinyatakan di atas.

Walaupun bagaimanapun, sekiranya ada pertikaian terhadap pilihan pembaikan atau penggantian, keputusan Kami adalah muktamad.

Selainnya tertakluk kepada terma dan syarat Polisi ini.

**J6.12 ENDORSMEN 25 –
MOGOK, RUSUHAN DAN KEKECOHAN AWAM**

Kami telah mengambil perhatian dan bersetuju bahawa perkataan-perkataan "mogok, rusuhan dan kekecohan awam" dalam Pengecualian Am 4 polisi ini tidak akan diterima pakai kepada mana-mana kemalangan, kerugian, kerosakan atau liabiliti yang disebabkan secara langsung oleh

- (1) perbuatan mana-mana orang yang mengambil bahagian bersama-sama dengan orang lain dalam apa-apa gangguan ketenteraman awam (sama ada yang berkaitan dengan mogok atau sekat-masuk atau tidak) atau tindakan pihak berkuasa yang sah di sisi undang-undang dalam membentaras atau percubaan untuk membentaras mana-mana gangguan sedemikian atau dalam mengurangkan akibat gangguan sedemikian.
- (2) perbuatan sengaja mana-mana pemogok atau pekerja yang disekat-masuk yang dilakukan sebagai lanjutan daripada suatu mogok atau sebagai tentangan kepada suatu sekat-masuk atau tindakan mana-mana pihak berkuasa yang sah di sisi undang-undang dalam mencegah atau percubaan untuk mencegah mana-mana perbuatan sedemikian atau dalam mengurangkan akibat mana-mana perbuatan sedemikian.

Dengan syarat bahawa indemnitinya yang diberikan dengan sebab Pengendorsan ini tidak akan diterima pakai bagi mana-mana kemalangan, kerugian, kerosakan atau liabiliti (melainkan setakat yang perlu bagi memenuhi kehendak Perundangan) secara langsung atau tidak langsung secara dekat atau jauh yang disebabkan oleh, yang diakibatkan oleh atau yang boleh dikesan kepada atau yang timbul daripada atau yang berkaitan dengan

- (a) peperangan, serangan, perbuatan musuh asing, permusuhan atau perasi seakan peperangan (sama ada peperangan diisytiharkan atau tidak diisytiharkan), peperangan sivil;
- (b) dahagi, kekecohan awam yang hampir mencapai atau mencapai takat kebangkitan awam, kebangkitan tentera, pemberontakan, revolusi tentera, rampaan kuasa pihak tentera atau mana-mana perbuatan mana-mana orang yang bertindak bagi pihak atau yang berkaitan dengan mana-mana organisasi yang mempunyai aktiviti-aktiviti yang dihalakan bagi menumbangkan kerajaan de jure atau de facto atau dengan pengaruh keganasan atau kekerasan terhadapnya atau melalui akibat secara langsung atau tidak langsung mana-mana satu daripada kejadian tersebut.

Sekiranya terdapat sebarang tuntutan di bawah ini, Anda hendaklah membuktikan bahawa kemalangan, kerugian, kerosakan atau liabiliti tersebut timbul berasingan daripada dan tidak ada kena mengena dengan atau yang boleh dikesan kepada kejadian-kejadian tersebut atau mana-mana akibatnya dan sekiranya hal itu gagal dibuktikan, Kami tidak akan menanggung mana-mana bayaran yang berhubung dengan tuntutan sedemikian.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.15 ENDORSMEN 57 –
MEMASUKKAN PERIL KHAS**

Sebagai balasan bagi bayaran premium tambahan daripada Anda kepada Kami, Seksyen A Polisi ini melindungi Anda daripada peril berikut:-

Banjir, Taufan, Hurikan, Ribut, Ribut Kencang, Letusan Gunung Berapi, Gempa Bumi, Tanah Runtuh, Gelinciran Tanah, Penurunan atau Penenggelaman Tanah ataupun Kolvulsi semulajadi lain.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J 6.16 PENGENDORSAN 97 –
PENGENDORSAN AKSESORI KENDERAAN**

Sebagai balasan bagi bayaran premium tambahan daripada Anda kepada Kami, Aksesori-aksesori yang berikut adalah diinsuranskan secara berasingan di bawah Seksyen A:-

Butir-Butir Nilai Anggaran Anda
(Seperti butir-butir yang dikemukakan kepada Syarikat)

Mana-mana tuntutan yang dibuat di bawah pengendorsan ini tidak akan menjejaskan Diskaun Tanpa Tuntutan Anda dan Anda tidak bertanggungjawab ke atas mana-mana Lebihan yang dinyatakan di dalam Polisi ini.

Apabila mana-mana tuntutan di bawah pengendorsan ini diselesaikan, manfaat ini hendaklah secara automatik ditamatkan kecuali dikembalikan semula dengan bayaran suatu premium tambahan lanjutan.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.20 ENDORSMEN 30 –
PENGANTIAN ALAT GANTI**

Sekiranya alat ganti atau aksesori bagi membaiki Kenderaan Anda tidak terdapat di Malaysia, atau jika Kami menjalankan opsi Kami untuk membayar secara tunai bagi kerugian atau kerosakan, maka liabiliti Kami bagi alat ganti/aksesori sedemikian hendaklah

- (a) harga yang disebut di dalam katalog terkini atau senarai harga yang dikeluarkan oleh pembuat atau ejen mereka, atau sekiranya tidak wujud katalog yang sedemikian, harga di tempat kerja pembuat termasuk kos pengangkutan yang munasabah (kecuali fret udara);

dan

- (b) kos yang munasabah bagi memasang alat ganti/aksesori sedemikian.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.22 ENDORSMEN 33 –
KEGUNAAN PERIBADI – TANGGUNG RUGI KEPADA
PENGGUNA (Diguna pakai kepada Plet Perdagangan
Motor berasaskan Pemandu Dinamakan begitu juga
Polisi Kenderaan Komersial termasuk Jenis Khas)**

Kami bersetuju untuk melindungi (seperti di jadual polisi) di bawah Seksyen B Polisi ini ketika menggunakan Kenderaan Bermotor untuk tujuan sosial domestik atau persiaran dengan kebenaran Anda yang berhubung dengan apa-apa perbuatan atau peninggalan oleh pemandu dengan syarat bahawa:-

- (1) Orang tersebut tidak berhak mendapat perlindungan di bawah mana-mana polisi lain.
- (2) Orang tersebut hendaklah seolah-olah ia Pihak Diinsuranskan, mematuhi, memenuhi dan tertakluk kepada Terma Polisi ini setakat mana yang ia boleh diguna pakai.

**J6.23 ENDORSMEN 95 –
PENGENDORSAN PAJAKAN**

Kami telah mengambil perhatian dan bersetuju bahawa:-

- 1) (Seperti di jadual polisi) (selepas ini dirujuk sebagai Pemberi Pajak) adalah pemilik Kenderaan Anda yang merupakan perkara kepada suatu Perjanjian Pajak yang dibuat antara Pemberi Pajak dan Anda Sendiri di suatu pihak yang lain.

- 2) Mana-mana bayaran yang dibuat berhubung dengan kerugian atau kerosakan (yang kerugian atau kerosakan itu tidak dipulihkan dengan cara pembaikan, pengembalian semula atau penggantian) mengikut mana-mana liabiliti undang-undang di pihak Kami kepada Anda di bawah Seksyen A Polisi ini hendaklah dibuat kepada Pemberi Pajak selagi mereka merupakan pemilik Kenderaan Anda dan penerimaan oleh mereka hendaklah merupakan pelepasan penuh dan muktamad kepada Kami berhubung dengan kerugian atau kerosakan sedemikian.
- 3) Tanpa mengira mana-mana peruntukan di dalam Perjanjian pajakan tersebut, Polisi ini adalah dikeluarkan kepada Anda sebagai pihak utama dan bukannya sebagai ejen atau pemegang amanah bagi Pemberi Pajak. Anda tidak boleh menyerahkan hak kepada Pemberi Pajak (sama ada menurut undang-undang atau ekuiti) hak manfaat dan tuntutan Anda di bawah Polisi ini.
- 4) Tidak ada yang dinyatakan di dalam ini yang boleh ditafsirkan sebagai mewujudkan atau meletak sebarang hak ke atas Pemilik/Pemberi Pajak untuk mendakwa Kami atas apa sifat jua pun bagi kemungkinan obligasi-obligasi Kami.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.24 ENDORSMEN 3(p) –
PIHAK KETIGA SAHAJA**

Perlindungan dalam polisi ini dihadkan kepada Pihak Ketiga sahaja yakni

Seksyen B (LIABILITI TERHADAP PIHAK KETIGA)
Seksyen A (KERUGIAN ATAU KEROSAKAN PADA KENDERAAN ANDA) dibatalkan.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.26 ENDORSMEN 19 –
RISIKO PENUMPANG
(Tidak diguna pakai kepada Polisi “Akta”)**

Kami bersetuju bahawa Pengecualian (c) Seksyen B Polisi ini dibatalkan.

Dengan syarat sekiranya kemalangan berlaku ketika Kenderaan Bermotor membawa lebih daripada** orang (selain daripada atendan/konduktor jika ada dan pemandu) Anda hendaklah membayar semula Kami perkadaran setimpal daripada amaun keseluruhan berbayar oleh Kami.

Dengan syarat bahawa dalam menjumlahkan bilangan orang yang berkenaan bagi tujuan proviso sebelumnya, pelarasan hendaklah dibuat seperti yang dibenarkan oleh mana-mana perundangan bagi membawa kanak-kanak di dalam Kenderaan Bermotor.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.27 ENDORSMEN 19(i) –
RISIKO PENUMPANG – PEKERJA PIHAK
DIINSURANSKAN-KENDERAAN PENGANGKUT
BARANGAN SAHAJA – TIDAK DIGUNA PAKAI
KEPADA POLISI “AKTA”**

Kami akan bayar amaun yang Anda layak mengikut undang-undang (selain daripada liabiliti di bawah mana perundangan Pampasan Pekerja) seperti kerosakan dan kos dan perbelanjaan pihak menuntut sekiranya kematian atau kecederaan anggota kepada mana-mana pekerja Anda yang di bawa atau ketika atau memasuki atau menaiki atau turun tetapi tidak memandu Kenderaan Bermotor.

Dengan syarat bahawa sekiranya kemalangan berlaku ketika Kenderaan Bermotor membawa lebih daripada (seperti di jadual) Pekerja Anda (sebagai tambahan kepada pemandu) Kami hendaklah tidak dipertanggungjawabkan lebih daripada perkadaran setimpal

daripada amaun keseluruhan berbayar kerana Pengendorsan ini yang merujuk kepada kemalangan sedemikian.

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

**J6.28 ENDORSMEN 39 –
PENGECUALIAN RISIKO KERJA PIHAK KETIGA.**

Kami bersetuju bahawa di bawah Seksyen B Polisi ini, Kami tidak akan bertanggungjawab terhadap liabiliti yang ditanggung oleh Anda yang timbul daripada pengendalian alat Kenderaan Bermotor tersebut atau sebarang jentera yang menjadi sebahagian daripada Kenderaan Bermotor tersebut atau dipasang kepadanya kecuali ia diperlukan untuk memenuhi kehendak Perundangan.

**J6.29 ENDORSMEN 54 –
TRELER YANG TIDAK DINYATAKAN (SEMASA
DIPASANG PADA KENDERAAN – POLISI KENDERAAN
PERDAGANGAN SAHAJA (Bayaran premium
berdasarkan kepada kenderaan penggerak utama yang
di tentukan)**

Kami akan melindungi treler Anda semasa dipasang pada Kenderaan Bermotor yang dinyatakan di dalam Lampiran tertakluk kepada Terma dan Syarat Polisi ini.

Dengan syarat bahawa:

- (a) Seksyen A Polisi ini hendaklah tidak diguna pakai terhadap sebarang kenderaan yang digerakkan secara mekanikal yang rosak
- (b) Liabiliti kami di bawah Seksyen A Polisi ini bagi kerugian atau kerosakan kepada treler tersebut hendaklah tidak melebihi jumlah
- (c) Bagi tujuan Pengecualian (c) dan (d) kepada Seksyen B Polisi ini, kenderaan bermotor dan treler yang dipasang hendaklah dianggap sebagai sebuah Kenderaan Bermotor.

**J6.31 ENDORSMEN 90 –
KENDERAAN PERDAGANGAN – SEKSYEN A-3
PENGANGKUTAN UNTUK KENDERAAN ROSAK**

Sebagai balasan kepada bayaran untuk premium tambahan, had liabiliti Kami di bawah Seksyen A-3 ditambah kepada RM (seperti di jadual polisi).

J6.32 MEMO A – JADUAL MZ300 “C” PERMIT

Orang atau kelas orang yang layak memandu:

- (a) Pemegang Polisi
- (b) Sesiapa yang memandu atas arahan Pemegang Polisi atau dengan kebenarannya.

Dengan syarat orang tersebut dibenarkan memandu menurut undang-undang perlesenan atau undang-undang lain atau peraturan untuk memandu Kenderaan Bermotor tersebut atau telah dibenarkan dan tidak dilucutkan kelayakannya di atas perintah Mahkamah atau oleh sebab mana-mana enakmen atau peraturan daripada memandu Kenderaan Bermotor tersebut.

Had Penggunaan:

- (a) Digunakan berkaitan dengan perniagaan Pemegang Polisi
- (b) Digunakan untuk membawa penumpang (selain dari untuk sewaan atau ganjaran) berkaitan perniagaan Pemegang Polisi.
- (c) Digunakan untuk tujuan sosial, domestik dan persiaran.

Polisi ini tidak melindungi:

- (a) Kegunaan untuk sewaan atau ganjaran perlumbaan, mengkadar kelajuan, ujian kebolehpercayaan atau ujian kelajuan.
- (b) Kegunaan semasa menarik treler kecuali untuk menunda apa-apa kenderaan yang digerakkan secara mekanikal yang rosak.

“Jadual Polisi dan terma & syarat polisi hendaklah dibaca bersama untuk membentuk keseluruhan kontrak diantara AIG Malaysia dan Pemegang Polisi/Orang Yang Diinsuranskan”

J6.33 MEMO B – JADUAL MZ301 PERMIT “A”

Orang atau kelas orang yang layak memandu:

- (1) Semasa kenderaan tersebut digunakan untuk tujuan perniagaan:
 - (a) Pemegang Polisi
 - (b) Orang lain dengan syarat orang itu bekerja dengan Pemegang Polisi dan sedang memandu diatas arahan majikannya atau dengan kebenarannya.
- (2) Semasa kenderaan tersebut digunakan untuk tujuan sosial, domestik atau persiaran :
 - (a) Pemegang Polisi
 - (b) Sesiapa yang memandu atas arahan Pemegang Polisi atau dengan kebenarannya.

Dengan syarat orang tersebut dibenarkan memandu menurut undang-undang perlesenan atau undang-undang lain atau peraturan untuk memandu Kenderaan Bermotor tersebut atau telah dibenarkan dan tidak dilucutkan kelayakannya di atas perintah Mahkamah atau oleh sebab mana-mana enakmen atau peraturan daripada memandu Kenderaan Bermotor tersebut.

Had Penggunaan:

- (a) Digunakan berkaitan dengan perniagaan Pemegang Polisi
- (b) Digunakan untuk membawa penumpang (selain dari untuk sewaan atau ganjaran) berkaitan perniagaan Pemegang Polisi.
- (c) Digunakan untuk tujuan sosial, domestik dan persiaran.

Polisi ini tidak melindungi:

- (a) Kegunaan untuk berlumba, mengkadar kelajuan, ujian kebolehpercayaan atau ujian kelajuan.
- (b) Kegunaan semasa menarik treler kecuali untuk menunda apa-apa kenderaan yang digerakkan secara mekanikal yang rosak.
- (c) Kegunaan untuk membawa penumpang untuk sewaan atau ganjaran.

J6.34 MEMO C – JADUAL MZ600 BAS

Orang atau kelas orang yang layak memandu:

- (a) Pemegang Polisi
- (b) Orang lain dengan syarat orang itu bekerja dengan Pemegang Polisi dan sedang memandu diatas arahan majikannya atau dengan kebenarannya.

Dengan syarat orang tersebut dibenarkan memandu menurut undang-undang perlesenan atau undang-undang lain atau peraturan untuk memandu Kenderaan Bermotor tersebut atau telah dibenarkan dan tidak dilucutkan kelayakannya di atas perintah Mahkamah atau oleh sebab mana-mana enakmen atau peraturan daripada memandu Kenderaan Bermotor tersebut.

Had Penggunaan:

- (a) Digunakan hanya untuk mengangkut penumpang atau barangan berkaitan perniagaan Pemegang Polisi.

Polisi ini tidak melindungi:

- (a) Kegunaan untuk berlumba, mengkadar kelajuan, ujian kebolehpercayaan atau ujian kelajuan.
- (b) Kegunaan semasa menarik treler kecuali untuk menunda (selain dari untuk ganjaran) apa-apa kenderaan yang digerakkan secara mekanikal yang rosak.

J6.35 MEMO D – JADUAL MZ801 JENIS KHAS

Orang atau kelas orang yang layak memandu:

- (a) Pemegang Polisi

- (b) Orang lain dengan syarat orang itu bekerja dengan Pemegang Polisi dan sedang memandu diatas arahan majikannya atau dengan kebenarannya.

Dengan syarat orang tersebut dibenarkan memandu menurut undang-undang perlesenan atau undang-undang lain atau peraturan untuk memandu Kenderaan Bermotor tersebut atau telah dibenarkan dan tidak dilucutkan kelayakannya di atas perintah Mahkamah atau oleh sebab mana-mana enakmen atau peraturan daripada memandu Kenderaan Bermotor tersebut.

Had Penggunaan:

- (a) Digunakan berkaitan dengan perniagaan Pemegang Polisi
- (b) Membawa penumpang adalah dibenarkan semasa kenderaan digunakan untuk tujuan tersebut diatas.

Polisi ini tidak melindungi:

- (a) Kegunaan untuk berlumba, mengkadar kelajuan, ujian kebolehpercayaan atau ujian kelajuan.
- (b) Kegunaan untuk membawa penumpang untuk sewaan atau ganjaran.
- (c) Kegunaan semasa menarik treler kecuali untuk menunda (selain dari untuk ganjaran) apa-apa kenderaan yang digerakkan secara mekanikal yang rosak.

J6.37 ENDORSMEN 106 – BENGKEL YANG DIBENARKAN OLEH PENANGGUNG INSURANS

Syarat 2(h) pada Polisi ini adalah dipinda seperti berikut :-

“Sekiranya kenderaan Anda terlibat dalam kemalangan dan menyebabkan tuntutan, kenderaan Anda mestilah dihantar kepada bengkel Skim Bengkel Pembaikan Yang Diluluskan oleh PIAM (SBPP) yang dipilih dan diluluskan oleh Kami untuk pembaikan. Kegagalan untuk mengalih Kenderaan Anda ke bengkel yang diluluskan adalah pelanggaran pengendorsan ini dan Kami mempunyai hak untuk menolak liabiliti di bawah Seksyen A Polisi ini”.

J6.38 ENDORSMEN 38 – KREN BERGERAK

Kami bersetuju bahawa berkaitan dengan Kenderaan Bermotor (seperti di jadual) Kami tidak akan bertanggungjawab:

- a) Di bawah Seksyen A polisi ini ke atas kerugian atau kerosakan yang disebabkan oleh terbalik yang timbul daripada operasinya sebagai kelengkapan kenderaan atau dari jentera yang menjadi sebahagian daripada kenderaan tersebut atau yang dipasang dengannya kecuali untuk kehilangan dan kerosakan yang timbul secara langsung dari kebakaran, letupan luaran secara sendirinya atau kilat atau rompakan, pecah rumah atau kecurian.
- b) Di bawah Seksyen B polisi ini kecuali ianya diperlukan untuk memenuhi kehendak perundangan yang mana liabiliti dikenakan ke atas Anda yang timbul dari operasinya sebagai alatan kenderaan tersebut atau jentera yang menjadi sebahagian dari kenderaan atau yang dipasang dengannya.

J6.39 WARANTI NO. 1 – WARANTI KE ATAS LEBIHAN MUATAN KENDERAAN (DITERIMA PAKAI KE ATAS SEMUA KENDERAAN PERDAGANGAN TERMASUK BAS DAN VAN PERSENDIRIAN)

Adalah diwarantikan bahawa Kami tidak akan bertanggungjawab di bawah Seksyen A Polisi ini sekiranya pada masa berlaku kemalangan yang menimbulkan sesuatu tuntutan di bawah Polisi ini. Kenderaan Anda membawa muatan yang berlebihan dari berat yang dibenarkan dan/atau bilangan penumpang yang dinyatakan di dalam buku pendaftaran Kenderaan Anda. Dengan syarat waranti ini tidak diterima pakai kecuali muatan yang berlebihan melebihi 10% dari berat yang dibenarkan (untuk kenderaan membawa barang).

Selainnya tertakluk kepada Terma dan Syarat Polisi ini.

AIG Malaysia Insurance Berhad (“AIG Malaysia”) together with other affiliates and subsidiary companies of American International Group, Inc. (“AIG”) (collectively called “AIG Affiliates”) are committed to protecting the privacy of the individuals we encounter in conducting our business. “Personal Data” is information that identifies and relates to you or other individuals (such as your dependants). This Privacy Notice is designed to provide notice of and assist you in understanding why and how AIG Malaysia collects and uses your Personal Data, to whom such data is disclosed and to whom data access requests can be addressed.

WHO TO CONTACT ABOUT YOUR PERSONAL DATA

If you have any questions about our use of your Personal Data you can contact us at:

AIG Malaysia Insurance Berhad
Attn: Customer Care Executive
Level 18, Menara Worldwide,
198 Jalan Bukit Bintang,
55100 Kuala Lumpur.
Email: AIGMYCare@aig.com
Phone: 1800-88-8811
Fax: 603-21180288

HOW WE COLLECT PERSONAL DATA

The principal ways we collect Personal Data are through application and claim forms in respect of our insurance products, by phone through telephone applications, e-mails and other communications with us, as well as from other insurers, claim investigators, medical professionals, witnesses and/or other third parties involved in our business dealings with you.

We also collect Personal Data through other means such as:

- this website (the “Site”);
- the software applications made available by us for use on or through computers and mobile devices (the “Apps”);
- our social media pages, including those linked at Social@AIG (http://www.aig.com/social-media_3171_442101.html), and other social media content, tools and applications (our “Social Media Content”).

The Site, the Apps and our Social Media Content are collectively referred to below as “AIG Electronic Services”.

PERSONAL DATA THAT WE COLLECT

Depending on your relationship with us (for example, as a consumer policyholder; non-policyholder insured or claimant; witness; commercial broker or appointed representative; or other person relating to our business), Personal Data collected about you and other individuals connected to you, may include:

- **General identification and contact information**
Your name; address; e-mail and telephone details; gender; marital status; family status; date of birth; passwords (including on our systems); educational background; physical attributes; activity records, such as driving records; photos; employment history, skills and experience; professional licenses and affiliations; relationship to the policyholder, insured or claimant; and date and cause of death, injury or disability.
- **Identification numbers issued by government bodies or agencies**
Identity card number; social security or national insurance number; passport number; employment pass or work permit number; employees’ provident fund member number; tax identification number; military identification number; or driver’s or other license number.
- **Financial information and account details**
Payment card number; bank account number and account details; credit history and credit score; assets; income; and other financial information.

- **Medical condition and health status**
Current or former physical or mental or medical condition; health status; injury or disability information; medical procedures performed; personal habits (for example, smoking or consumption of alcohol); prescription information; and medical history.
- **Other sensitive information**
In certain cases, we may receive sensitive information about your trade union membership, religious beliefs, political opinions, family medical history or genetic information (for example, if you apply for insurance through a third-party marketing partner that is a trade, religious or political organization). In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud, money laundering, drug trafficking or other serious crimes. We may also obtain sensitive information if you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).
- **Telephone recordings**
Recordings of telephone calls between you and our representatives and call centers.
- **Information enabling us to provide products and services**
Location and identification of property insured (for example, property address, vehicle license plate or identification number); travel plans; age categories of individuals you wish to insure; policy and claim numbers; coverage/peril details; cause of loss; prior accident or loss history; your status as director or partner, or other ownership or management interest in an organization; and other insurance you hold.
- **Marketing preferences and customer feedback**
You may let us know your marketing preferences, enter a contest or prize draw or other sales promotion, or respond to a voluntary customer satisfaction survey.
- **Social media information**
Your social media account ID and profile picture, and other Personal Data that you provide to us through AIG Electronic Services. If you elect to connect your social media account provided by another social media service provider to your account(s) on any of the AIG Electronic Services, Personal Data from your social media account will be shared with us, which may include Personal Data that is part of your social media account profile or your friends’ profiles.

HOW WE USE PERSONAL DATA

Our overriding principle is only to collect Personal Data which we believe to be relevant and required to understand your insurance needs, to conduct our business and to provide better customer service and products.

The particular purposes for which we may collect and use Personal Data includes:

- To communicate with you and others as part of our business. To provide insurance, financial services or related products and services to you and administer, maintain, manage and operate such products and/or services including any renewals.
- To send you important information regarding changes to our policies, other terms and conditions, renewal of policies, AIG Electronic Services and other administrative information.
- To process, assess and determine any applications or requests made by you for insurance products or services.
- For any purposes in connection with any claims made under any insurance products or in respect of any services provided by AIG Malaysia or AIG Affiliates, including without limitation making, defending, analyzing, assessing, processing, determining, settling, responding to and managing such claims.

- To assess your eligibility for payment plans, and process your premium and other payments.
- To provide improved quality, training and security (for example, with respect to recorded or monitored phone calls to our contact numbers).
- To prevent, detect and investigate crime, including fraud and money laundering, and analyze and manage other commercial risks.
- To carry out market research and analysis, including satisfaction surveys.
- To provide marketing information to you (including information about other products and services offered by selected third-party partners) in accordance with preferences you have expressed, if any.
- To personalize your experience on AIG Electronic Services by presenting information and advertisements tailored to you.
- To identify you to anyone to whom you send messages through AIG Electronic Services.
- To allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Data, so we suggest that you read these carefully.
- To manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; data and website hosting; business continuity; and records, document and print management.
- To resolve complaints, and handle requests for data access or correction.
- To comply with applicable laws and regulatory obligations (including laws outside of Malaysia), such as those relating to anti-money laundering and anti-terrorism; comply with legal process; and respond to requests from public and governmental authorities (including those outside of Malaysia).
- For audit, compliance, investigation and inspection purposes.
- For matching any Personal Data held by AIG Malaysia or AIG Affiliates relating to you from time to time for any of the purposes listed in this Privacy Notice.
- To meet the requirements to make disclosure pursuant to any law binding on AIG Malaysia or any of the AIG Affiliates or for the purposes of complying with any regulations or guidelines issued by any regulatory or other authorities which have jurisdiction over AIG Malaysia or any AIG Affiliates.
- To conduct background and identity checks, such as for the purposes of verifying your identity in order to respond to your request to be provided with a duplicate policy or other documentation, any request made by you to change your address in our records, or any request by you to change your bank account or payment or other details in our records.
- To conduct credit checks on you, such as analyzing, verifying, and/or checking your credit, payment and/or status in relation to your ability to use the services.
- To carry out due diligence or other screening activities in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by AIG Malaysia.
- To determine any amount of indebtedness owing to or from you and collecting or recovering any amount owing from you or any person who has provided security or an undertaking for such liabilities of yours.
- To enable an actual or proposed purchaser, assignee, transferee, participant or sub-participant of AIG Malaysia or any of AIG Affiliates' rights or business to evaluate the

transaction intended to be the subject of reorganization, merger, sale, joint venture, assignment transfer, participation or sub-participation.

- To establish and defend legal rights; to protect AIG Malaysia's operations or those of any AIG Affiliates or insurance business partners, our rights, privacy, safety or property, and/or that of AIG Affiliates, you or others; and to pursue available remedies or limit our damages.
- To exercise any rights AIG Malaysia or AIG Affiliates may have in connection with the provision of insurance products and services to you.

INTERNATIONAL TRANSFER OF PERSONAL DATA

Due to the global nature of our business, for the purposes set out above we may transfer Personal Data internationally to parties located in other countries that have a different data protection regime than is found in Malaysia. Personal Data collected by AIG Malaysia is likely to be transferred to places outside of Malaysia (such as to AIG or AIG secure data centers, AIG Affiliates, service providers, business partners and governmental or regulatory authorities) in order to carry out the purposes, or directly related purposes, for which the Personal Data was collected.

SHARING OF PERSONAL DATA

AIG Malaysia may make Personal Data available to:

- **Our group companies**

For a list of AIG Affiliates that may have access to and use of Personal Data, please refer to:

http://www.aigcorporate.com/AIG_All_Entities.pdf. AIG

Malaysia is responsible for the management and security of jointly used Personal Data. Access to Personal Data within AIG Malaysia is restricted to those individuals who have a need to access the information for our business purposes.

- **Other insurance and distribution parties**

In the course of marketing and providing insurance, and processing claims, we may make Personal Data available to third parties such as other insurers; reinsurers; insurance and reinsurance brokers and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.

- **Our service providers**

External third-party service providers, such as medical professionals, accountants, actuaries, auditors, experts, lawyers and other outside professional advisors; travel and medical assistance providers; call center service providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and analysis service providers; banks and financial institutions that service our accounts; third-party claim administrators; document and records management providers; claim investigators and adjusters; construction consultants; engineers; examiners; jury consultants; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities.

- **Recipients of your social sharing activity**

Your friends associated with your social media account, other website users and your social media account provider, in connection with your social sharing activity, such as if you connect your social media account provided by another social media service provider to your AIG Electronic Services account or log into your AIG Electronic Services account from another social media account. By connecting your AIG Electronic Services account and your other social media account you authorize us to share data with the provider of your other social media account and you understand that the use of the data we share will be governed by the other service provider's social media website's privacy policy. If you do not want your Personal

Data shared with other users or with your other social media account provider, please do not connect your other social media account with your AIG Electronic Services account and do not participate in social sharing on AIG Electronic Services.

Governmental authorities and third parties involved in court action

We may also share Personal Data with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside Malaysia; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside Malaysia; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our group companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; (g) to allow us to pursue available remedies or limit our damages; and (h) for audit, compliance, investigation and inspection purposes

Other Third Parties

We may share Personal Data with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and other people involved in an incident that is the subject of a claim; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock. To check information provided, and to detect and prevent fraudulent claims, Personal Data (including details of injuries) may be shared with other insurers when dealing with claims to detect, prevent and investigate fraud.

Personal Data may also be shared by you, on message boards, chat, profile pages and blogs, and other AIG Electronic Services to which you are able to post data and materials. Please note that any data you post or disclose through these services will become public information, and may be available to visitors and users of the AIG Electronic Services and to the general public. We urge you to be very careful when deciding to disclose your Personal Data, or any other information, when using AIG Electronic Services.

SECURITY

AIG Malaysia will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any Personal Data you might have with us has been compromised), please immediately notify us. (See the "Who to Contact About Your Personal Data" section above.)

When AIG Malaysia provides Personal Data to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Data.

RETENTION OF PERSONAL DATA

AIG Malaysia takes reasonable steps to ensure that the Personal Data we process is reliable for its intended use, and as accurate and complete as is necessary to carry out the purposes described in this Privacy Notice. AIG Malaysia will retain Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Notice unless a longer retention period is required or permitted by law.

PERSONAL DATA OF OTHER INDIVIDUALS

If you provide Personal Data to AIG Malaysia regarding other individuals, you agree: (a) to inform the individual about the content of this Privacy Notice; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of Personal Data about the individual in accordance with this Privacy Notice.

MARKETING PREFERENCES

We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to you. You can also contact us by e-mail at AIGMYCare@aig.com or by writing to AIG Malaysia Insurance Berhad at Level 18, Menara Worldwide, 198 Jalan Bukit Bintang, 55100 Kuala Lumpur to tell us your marketing preferences and to opt-out.

If you no longer want to receive marketing-related e-mails from AIG Malaysia on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on the link to "unsubscribe" provided in each e-mail or by contacting us at the above addresses.

We aim to comply with your opt-out request(s) within a reasonable time period. Please note that if you opt-out as described above, we will not be able to remove your Personal Data from the databases of third parties with whom we have already shared your Personal Data (i.e., to those to whom we have already provided your Personal Data as of the date on which we respond to your opt-out request). Please also note that if you do opt-out of receiving marketing communications from us, we may still send you other important administrative communications from which you cannot opt-out.

ACCESS AND CORRECTION REQUESTS, QUESTIONS AND CONCERNS

In certain countries, an individual may have the right to access, correct, object to the use of, or request deletion or suppression of Personal Data on certain grounds. Please contact us as set out in the "Who to Contact About Your Personal Data" section above with any such requests or if you have any questions or concerns about how we process Personal Data. Please note that some Personal Data may be exempt from access, correction, objection, deletion or suppression rights in accordance with local privacy and data protection laws.

OTHER INFORMATION WE COLLECT THROUGH AIG ELECTRONIC SERVICES

"Other Information" is any information that does not reveal your specific identity, such as:

- Browser and electronic device information;
- App usage data;
- Information collected through cookies, pixel tags and other technologies;
- Demographic information and other information provided by you; and
- Aggregated information

We and our third-party service providers may collect Other Information in a variety of ways, including:

- Through your internet browser or electronic device: Certain information is collected by most websites, such as your IP address (i.e., your computer's address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, electronic device manufacturer and model, language, time of the visit and the page(s) visited, name and version of the AIG Electronic Services (such as the App) you are using. We use this information to ensure that the AIG Electronic Services function properly.
- Through your use of the Apps: when you download and use the Apps, we and our service providers may track and collect App usage data, such as the date and time the Apps on your electronic device accesses our servers and what information and files have been downloaded to the Apps based on your device number.
- Using cookies: Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such

as internet browser type, time spent using the AIG Electronic Services, pages visited, language preferences and relevant country website. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the AIG Electronic Services, or to gather statistical information about the usage of the AIG Electronic Services. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc, trading as DoubleClick. For more information on the DoubleClick cookie, or to opt out from the DoubleClick advertisement cookie please visit: <http://www.google.com/privacy/ads/>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use the AIG Electronic Services and some online products.

- Using pixel tags, web beacons, clear GIFs or other similar technologies: These may be used in connection with some AIG Electronic Services and HTML-formatted e-mail messages to, among other things, track the actions of users of the AIG Electronic Services and e-mail recipients, measure the success of our marketing campaigns and compile statistics about usage of the AIG Electronic Services and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to them beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to Opt-Out, go to <http://www.omniture.com/privacy/policy#optout>.

- Physical Location: Subject to applicable law, we may collect information regarding the physical location of your electronic device by, for example, using satellite, mobile/cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content. Subject to your marketing preferences as indicated to us or applicable law, we may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content.
- From you: Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with Personal Data, this information does not personally identify you.
- By aggregating information: We may aggregate and use certain information (for example, we may aggregate information to calculate the percentage of our users who have a particular telephone area code).

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as Personal Data under applicable law, then, in addition to the uses listed in the "Other Information We Collect" section above, we may use and disclose Other Information for all the purposes for which we use and disclose Personal Data.

THIRD PARTY WEBSITES

This Privacy Notice does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site to which this AIG Electronic Services link. The inclusion of a link on AIG Electronic Services does not imply endorsement of the linked site by us or by our group companies.

Please note that we are not responsible for the collection, usage and disclosure policies and practices (including the information security practices) of other organizations, such as Facebook®, Twitter®, Apple®, Google®, Microsoft®, RIM/Blackberry® or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or electronic device manufacturer, including any Personal Data you disclose to other organizations through or in connection with the AIG Electronic Services.

USE OF AIG ELECTRONIC SERVICES BY MINORS

AIG Electronic Services are not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Data through AIG Electronic Services.

CHANGES TO THIS PRIVACY NOTICE

We review this Privacy Notice regularly and reserve the right to make changes at any time to take account of changes in our business and legal requirements. We will place updates on our website : <https://www.aig.my/privacy-notice>

Please take a look at the "LAST UPDATED" date at the top of this Privacy Notice to see when it was last revised; any change will be effective immediately upon being posted on our website : <https://www.aig.my/privacy-notice>

DISCLOSURE & POLICY STATEMENT KETERANGAN & KENYATAAN POLISI

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-
Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-
- a) The Customer Care Officer of AIG Malaysia Insurance Berhad (795492-W) ("Company") at tel: 1800 88 8811 or fax: 603 2685 4896 or via e-mail to AIGMYCare@aig.com. At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.
Pegawai Khidmat Pelanggan AIG Malaysia Insurance Berhad (795492-W) ("Syarikat") di tel: 1800 88 8811 atau faks: 603 2685 4896 atau e-mel pada AIGMYCare@aig.com. Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjatkan kepada Pegawai Khidmat Pelanggan.
- b) Ombudsman for Financial Services (OFS) at tel: 03-2272 2811 or fax: 03-2272 1577
Any policyholder who is not satisfied with the decision of an insurance company may write to the OFS, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate OFS's reference.
*Ombudsman Perkhidmatan Kewangan (OPK) di tel: 03-2272 2811 atau faks: 03-2272 1577
Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada OPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada OPK untuk rujukan.*

An award of the OFS is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the OFS's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the OFS.

Pihak Syarikat adalah terikat kepada keputusan OPK. Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan OPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan OPK.

The address is / Alamat ialah:-

Ombudsman Perkhidmatan Kewangan
Tingkat 14, Blok Utama
Dataran Kewangan Darul Takaful
No 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur

- c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.
Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.
*Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-2174 1515.
Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.*

The address is / Alamat ialah:-

Pengarah
Laman Informasi Nasihat dan Khidmat (LINK)
Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti surat 10922
50929 Kuala Lumpur

2. By virtue of the Financing Anti-Money Laundering, Anti-Terrorism Act and Proceeds of Unlawful Activities Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.
Bersandarkan Akta Pencegahan Pengubahan Wang Haram, Pecegahan Pembiayaan Keganasan dan Hasil daripada Aktiviti Haram 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.
3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.
Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.
4. **PERSONAL DATA CONSENT:** You are deemed to have read, understood, and consented to the collection and subsequent processing of your personal information by AIG Malaysia (whether obtained during the application process or administration of this policy) in accordance with AIG Malaysia's Privacy Notice as from time to time published on AIG Malaysia's website at <http://www.aig.my/privacy-notice>, a copy of which has also been furnished to you. If you submit information relating to other individuals, you are further deemed to represent and warrant that you have the authority to provide information relating to the other individuals to AIG Malaysia, that you have informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by AIG Malaysia, and that the other individuals agree and consent that AIG Malaysia may collect, use and process his/her personal information in accordance with AIG Malaysia's Privacy Notice. Requests to obtain access, correct, or withdraw your consent to the use of your personal information can be made by mail: Customer Care, AIG Malaysia Insurance Berhad, Menara Worldwide 198, Jalan Bukit Bintang, 55100 Kuala Lumpur, phone: 1800 88 8811, fax: 603 2685 4896 or email: AIGMYCare@aig.com.

KESETUJUAN DATA PERIBADI: Anda adalah dianggap telah membaca, memahami dan bersetuju dengan pengumpulan dan pemprosesan seterusnya maklumat peribadi anda oleh AIG Malaysia (sama ada yang diperolehi semasa proses permohonan atau pentadbiran polisi ini) mengikut Notis Privasi AIG Malaysia seperti yang diterbitkan dari semasa ke semasa pada laman web AIG Malaysia di <http://www.aig.my/privacy-notice>, di mana satu salinan juga telah diberikan kepada anda. Jika anda mengemukakan maklumat berkaitan individu lain, anda juga dianggap untuk mewakili dan menjamin bahawa anda mempunyai kuasa untuk mengemukakan maklumat yang berhubungan dengan individu lain kepada AIG Malaysia, bahawa anda telah memaklumkan kepada individu lain mengenai tujuan maklumat peribadinya boleh dikumpul, digunakan dan didedahkan serta pihak maklumat peribadinya boleh didedahkan oleh AIG Malaysia, dan bahawa individu lain bersetuju dan membenarkan AIG Malaysia mengumpul, menggunakan dan memproses maklumat peribadinya mengikut Notis Privasi AIG Malaysia. Permohonan untuk akses, pembetulan atau menarik balik persetujuan untuk kegunaan maklumat peribadi anda boleh dibuat secara surat: Customer Care, AIG Malaysia Insurance Berhad, Menara Worldwide 198, Jalan Bukit Bintang, 55100 Kuala Lumpur, telefon: 1800 88 8811, faks: 603 2685 4896 atau e-mel: AIGMYCare@aig.com

IMPORTANT NOTICE

Please take note that a Product Disclosure Sheet is attached to your policy contract:

The Product Disclosure Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service at **1800 88 8811** (Monday – Friday, 9am – 5pm).

NOTIS PENTING

Sila ambil perhatian bahawa sesalinan Helaian Pendedahan Produk adalah dilampirkan dengan kontrak polisi anda:

Helaian Pendedahan Produk mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Perkhidmatan Pelanggan kami di **1800 88 8811** (Isnin – Jumaat, 9pagi – 5petang)



AIG Malaysia Insurance Berhad (795492-W)
Menara Worldwide,
198, Jalan Bukit Bintang,
55100 Kuala Lumpur.

Telephone: 1800 88 8811
Facsimile: 603 2685 4896
www.aig.my