



Liberty

Insurance®

**MOTORIST COMPANION EXTRA –
COMPREHENSIVE PRIVATE CAR (MCX-C)**

Motorist's Companion

Extra- Comprehensive Private Car (MCX-C)

WHEREAS the Insured described in the **Schedule** hereto (hereinafter referred to as "the Insured") by a proposal and declaration (dated as stated in the said **Schedule**) which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Liberty General Insurance Berhad** 197801007153 (44191P) (hereinafter called "the Company", "we" "us") for the Insurance hereinafter contained and has paid or agreed to pay the premium stated in the said **Schedule** as consideration for such Insurance.

Notwithstanding any provision in this Policy, the above **basis of contract** shall not apply to the Insured who is an individual entering into, varying or renewing the contract of insurance **wholly for purposes unrelated to the Insured's trade, business or profession.**

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

Insured/Named driver here refers to the insured name(s) stated in the policy Schedule.

General Exclusions

This Policy does not provide coverage under the following circumstances:

- Loss caused directly or indirectly, wholly or partly by:
 - bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - any other kind of disease; and
 - medical or surgical treatment (except such as may be necessary solely by injuries covered by this Policy and performed within the time provided in this Policy).
- Any bodily injury which shall result in hernia;
- Suicide or any attempt thereat (sane or insane);
- Loss occasioned by war, invasion, act of foreign enemy, hostilities, or war like operations (whether war be declared or not), mutiny, civil war, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance or martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, of any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The Insured/driver and/ or passenger(s) shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of above excluded circumstances or causes;

- While the Named Vehicle is used for hire, racing, road rally, pace making, speed-testing or for any purpose in connection with motor trade;
 - Insured/driver does not hold a valid driver's licence to drive the Named Vehicle or is not qualified to hold or obtain a valid driver's licence under the regulations of the Malaysian Road Transport Department or Court of Law. All benefits pursuant to this Policy shall not apply to the passenger(s) in the Named Vehicle whilst the vehicle is being driven by such Insured/driver;
 - While the Named Vehicle is used in the pursuit of illegal business as an unlicensed common carrier;
 - Childbirth or miscarriage or insanity unless caused solely and directly by accidental means to You/ the Authorised Driver and/or passenger(s) while driving, riding, alighting from or boarding your vehicle or any illness or diseases;
 - While the Insured/driver is under the influence of intoxicating drugs, liquor or alcohol;
 - While committing or attempting to commit any unlawful act;
 - Damage to all body parts of the Named Vehicle;
 - Any form of wear and tear causing damage to the Named Vehicle; and
 - Any other damage to the Named Vehicle, other than that directly caused by flood.
 - Death, disablement (whether permanent or temporary) or medical expenses attributable directly or indirectly to HIV (Human immunodeficiency Virus) and /or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivations or variations thereof.
- 15. Cyber Loss Limited Exclusion Clause**
- Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
 - Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
 - the use or operation of any Computer System or Computer Network;
 - the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - access to, processing, transmission, storage or use of any Data;
 - inability to access, process, transmit, store or use any Data;
 - any threat of or any hoax relating to 2.1 to 2.4 above;
 - any error or omission or accident in respect of any Computer System, Computer Network or Data.
 - Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
 - Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
 - Data means information used, accessed, processed, transmitted or stored by a Computer System.

16. Pandemic Exclusion Clause

1. This Policy shall exclude all losses arising out of, contributed to by, or resulting from any pandemic. Hereby the contributory cause of a pandemic is sufficient.
2. Pandemics according to paragraph 1 are all diseases or pathogens declared as such by the World Health Organization (WHO). This exclusion applies from the date on which the World Health Organization (WHO) declares the pandemic.
3. If the Company allege that by reason of this exclusion any loss is not covered by this Policy, the burden of providing the contrary shall be upon the Insured.

Subject otherwise to the terms and conditions of this policy.

Benefits Section 1 – Personal Accident Benefits

(a) Death/Permanent Disablement Benefit

In the event of injury resulting in death of the Insured/Named driver and/or passenger(s) in the Named Vehicle within three hundred sixty five (365) days from the date of the accident, the Company will pay up to the stipulated limits as stated in the policy.

When injury does not result in death of the Insured/Named driver and/or passenger(s) in the Named Vehicle within three hundred sixty five (365) days from the occurrence of the accident but results in any of the following losses within the said three hundred sixty five (365) days, the Company will pay up to stipulated limits as stated in the policy for:

Loss of use for both hands and both feet	100%
Loss of use for sight of both eyes	100%
Loss of use for one eye and one hand	100%
Loss of use for one eye and one foot	100%
Total paralysis (from the neck down)	100%
Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100%
Loss of use for four fingers and thumb in one hand	100%
Loss of use for hearing of both ears	100%
Loss of use for all toes	100%
Loss of use for speech	100%
Loss of use for one foot or one hand	100%
Loss of use for sight of one eye	100%

'Loss' as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, dismemberment within 365 days after the date of the accident and as used with reference to eyes means the entire and irrecoverable loss of sight.

Permanent Total Loss of use of a part of a body shall be treated as a loss of the part of the body. Loss of Speech shall mean total permanent inability to communicate and Loss of Sight shall mean the entire and irrecoverable loss of sight.

Total Permanent Disablement means absolute disablement from engaging in or giving attention to one's profession or occupation of any kind.

The occurrence of any specific loss for which compensation is payable under this Section shall immediately terminate all insurance under this policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100% of the Sum Insured as specified in the Schedule for any one person under this Section.

(b) Medical Expenses Benefit

In the event that the Insured/Named driver and/or passenger(s) suffer(s) injury due to an accident to the Named Vehicle and the Insured/ driver and/or passenger(s) require(s) treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred within twenty six (26) weeks from the date of the accident for such treatment, hospital charges and nurses fee up to the stipulated limits as stated in the Schedule per Person as the result of any one accident.

(c) Funeral Expenses

The Company will pay the deceased's legal personal representative the amount specified in the Schedule as Funeral Expenses in the event of accidental death of the Insured/Named driver and or passenger(s) in the Named Vehicle.

(d) Double Indemnity Benefit

In the event of an accidental injury resulting in either death or permanent quadriplegia, permanent total paralysis from the neck down or death of the Insured/Named driver and/or passenger(s) in the Named Vehicle and such accident occurs nationwide on a public holiday in Malaysia, the payment of benefit under the Death/Permanent Disablement will be doubled.

(e) Corrective Dental and/or Cosmetic Surgery and/or Ambulance fees Benefit

The Company will reimburse the Insured/Named driver and/or passenger(s) up to the amount specified in the Schedule in respect of expenses incurred by the Insured/Named driver and/or passenger(s) for corrective cosmetic surgery performed on the Insured/Named driver and/or passenger's neck or head following injuries sustained as a result of an accident in the Named Vehicle provided:

1. Such corrective cosmetic surgery is recommended by a licensed orthodontist or cosmetic surgeon; and
2. Such corrective cosmetic surgery is performed by a licensed orthodontist or cosmetic surgeon.
3. This benefit is limited to actual expenses reasonably incurred (as decided solely by the Company) and performed within six (6) months from date of accident.

In addition, the Company will reimburse ambulance fees incurred for transporting the insured /Named driver and/or passenger(s) to and/or from the hospital when necessary.

The total amount payable under these benefits will be limited to sum specified in the Schedule, per person for any one accident.

(f) Hospital Income Benefit

The Company will pay the Insured/Named driver and/or passenger(s) a daily benefit as specified in the Schedule, for each day the Insured/Named driver and/or passenger(s) is hospitalized as a result of an accident in the Named Vehicle, up to a maximum of sixty (60) days.

This benefit is payable only if the Insured/Named driver and/or passenger(s) is hospitalized for more than twenty four (24) hours due to an accident in the Named Vehicle. Hospital shall mean any lawfully operating public or private hospital/medical centre which provides room and board and twenty four (24) hours nursing services.

Section 2 – Car Assistance Program Benefits

This Policy entitles the Insured to Car Assistance Program

Benefits ("Services") arranged by **Liberty General Insurance Berhad as LIBERTY ROADSIDE SERVICE ASSISTANCE** or any other appointed service provider engaged by the Company ("Appointed Service Provider"), for twenty four (24) hours a day, three hundred sixty five (365) days a year, anywhere in Malaysia. The services will only be rendered to the Named Vehicle specified in the **Schedule** in the event of an accident or breakdown to the Named Vehicle during the Period of Insurance. The Insured/Named driver of the Named Vehicle must call the 24-Hour Toll Free number **1-800-88-5005** or other telephone number as notified by the Company to request for the Services below.

The Company shall not be responsible or liable in anyway whatsoever in the event of any failure by LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider to render the services or any negligence or wilful default due to any reason whatsoever on the part of LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider in rendering the Services.

(a) 24-Hours Emergency Towing

If the Named Vehicle **breaks down** and it is not possible to repair the Named Vehicle on the site, LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider will assist to tow the Named Vehicle on unlimited mileage basis. The Insured/driver is given full flexibility as to where the Insured/driver wants the Named Vehicle towed, either back to the Insured/Driver's home or to the Insured/Driver's preferred workshop. Toll charges up to RM100.00 (roundtrip) are included in the Service.

In the event of an **accident**, LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider will assist to tow the Named Vehicle on unlimited mileage to either the nearest police station or Repairer, preferred workshop or towing it to a secure place for it to be garaged.

The above Emergency Towing benefit is limited to maximum of 3 incidents or events per year, irrespective of the cause of towing.

This Emergency Towing benefits under this policy will supersede the Standard Limited Towing under the Motor Private Car Ezy Plus policy.

Territorial Limits

The twenty four (24) hours emergency towing services shall be made available in the event the Named Vehicle is immobilized anywhere in West Malaysia excluding islands other than Penang and Langkawi. In East Malaysia, the towing services shall only be available within fifty kilometre (50km) radius of Kota Kinabalu, Sandakan, Lahad Datu, Tawau, Sibul, Bintulu, Miri, Kuching, and on Island of Labuan.

(b) Minor Roadside Repair

LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider shall organize and pay for labour cost for roadside repair up to a maximum labour of two (2) hours per event.

LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider shall not be responsible for any costs incurred for spare parts required during the Minor Roadside Repairs. This benefit is limited to three (3) times a year.

(c) Taxi Assistance and Reimbursement

In the event of breakdown involving the Named Vehicle and taxi transfer service is required, the insured may make his/her own arrangement or seek LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider's assistance. The expenses incurred is payable on reimbursement basis upon

furnishing the actual original receipt, invoice or bill

The maximum reimbursement per incident is RM60.00, limited to 3 reimbursements a year.

(d) International Assistance (Singapore & Thailand)

In the event of breakdown or accident involving the Named Vehicle while in Singapore or Thailand (within 100km from Malaysian border), the Insured/Named driver is entitled to free towing services to the nearest workshop chosen by LIBERTY ROADSIDE SERVICE ASSISTANCE/ Appointed Service Provider within Singapore or Thailand.

LIBERTY ROADSIDE SERVICE ASSISTANCE/Appointed Service Provider may assist the Insured/Named driver in organizing the repatriation of the Named Vehicle to Malaysia. However, all repatriation costs incurred from the breakdown/accident site to the nearest Malaysia border shall be borne by the Insured/driver.

This benefit is limited to three (3) times a year.

(e) Arrangement of Emergency Evacuation

If a medical emergency arises following breakdown or accident, LIBERTY ROADSIDE SERVICE ASSISTANCE/Appointed Service Provider will arrange for an ambulance or other means of transportation to send the Insured/Named driver and/or passenger(s) to the nearest medical centre or hospital. All costs incurred shall be borne by the Insured/Named driver and/or passenger(s).

(f) Referral to Service Centre

The Insured/Named driver may contact LIBERTY ROADSIDE SERVICE ASSISTANCE /Appointed Service Provider to arrange for referral to the nearest repair and service centre for car servicing or repair. LIBERTY ROADSIDE SERVICE ASSISTANCE /Appointed Service Provider shall also arrange for prior appointment for the Insured/Named driver if so required. All costs incurred shall be borne by the Insured/Named driver.

(g) Emergency Message Transmission

In the event of an emergency following a breakdown or accident involving the Named Vehicle, upon request from the Insured/Named driver, LIBERTY ROADSIDE SERVICE ASSISTANCE or Appointed Service Provider shall endeavour to keep the Insured/Named driver's next of kin informed of the Insured/Named driver's whereabouts. This benefit is only applicable for the Insured/Named driver.

Section 3 – Additional Benefits

(a) Car Rental Reimbursement

In the event of total loss or theft of the Named Vehicle, the Company will pay the sum specified in the Schedule as car rental reimbursement expenses. For reimbursement, the insured/Named driver shall provide proof to the Company that the total loss / theft claim has been paid / settled and the original receipt from a licensed car rental company must be submitted. Where the motor policy is not insured with the Company, it is the duty of the Insured/Named driver to provide satisfactory proof that the said total loss / Theft claim has been settled/paid by the insurer which provided motor insurance cover for the Named Vehicle.

(b) Theft of Vehicle Inconvenience Allowance

In the event the Named vehicle is stolen due to theft / car

jacked by duress or threat of violence, we will pay up to the maximum sum specified in the Policy Schedule.

Plan A	RM 1,000.00
Plan B	RM 2,000.00
Plan C	RM 3,000.00

The claim will only be payable if the named vehicle cannot be found / recovered within 21 days from the date of loss. Otherwise, if the Named vehicle has been found / recovered within 21 days then the claim is not payable.

If the Named vehicle has been found / recovered after 21 days by the insured, insurer, police or any authorised person, then the claim will still be payable as per the amount stated in the benefit table.

(c) Smash and Grab Inconvenience Allowance

In the event the Named Vehicle is broken into by any third party through the use of force resulting in the Insured/Named driver's cash/personal effects being snatched, the Company will pay the insured/Named driver the sum specified in the Schedule as inconvenience allowance to cover the administrative / documentation cost for making the police report, recovery/ replacement of the documents/ properties.

(d) Flood Inconvenience Allowance

The Company will pay the benefit as provided in the Schedule In the event the Insured/ Named driver suffers any financial losses / loss of personal belonging as a result of Flood. Insured/ Named driver must provide proof of loss / photos to substantiate the claim.

It is expressly understand and agreed that the policy will not pay for any consequential loss / losses related to denial of access of the Insured/Named Driver arising from the flood incident. This benefit is not applicable to the passenger(s) of the vehicle.

(e) Accident Inconvenience Allowance

This benefit is payable in the event the Named Vehicle insured under a Private Car Comprehensive Motor policy is involved in an accident (other than windscreen damage, theft or total loss claim) which required repair/restoration.

(f) Replacement of Car keys / Transmitter

We will pay up to the maximum sum specified in the Policy Schedule towards the cost of replacing or recoding of locks / car keys or similar device of the Named Vehicle if the said key / transmitters are stolen:

- i. from your registered residence address in the policy as a result of forcible entry or exit.
- ii. Arising out of an assault or threat of violence on any authorised key holder (s).

Special Conditions for Section 3

All the benefit s/ inconvenience allowances payable under Section 3 (a)–(f) above is limited to One (1) occurrence, respectively, during the policy period stated in the Policy Schedule. When making a claim, a police report with details of the event and losses suffered together with photos depicting the loss/damage (where applicable) is required. The police report must be made within twenty-four (24) hours from the time of the incident except for reasons acceptable to the Company.

Territorial Limits: the above benefits are limited to loss or damages occurring within Malaysia.

Exclusions to Section 2 – Car

Assistance Program Benefits

LIBERTY ROADSIDE SERVICE ASSISTANCE /Appointed Service Provider shall not be required to provide its Services under the following circumstances:

1. Services which are not organized or pre-approved directly by LIBERTY ROADSIDE SERVICE ASSISTANCE/Appointed Service Provider;
2. Cost of Services which are claimable under the Motor Insurance Policy;
3. Any cost on parts and cost of repairs at the workshop or service centre;
4. If the Named Vehicle is or has been modified for participation in rally and racing or modified against government regulations;
5. Service provision outside the territorial limits stated;
6. Failure of the Insured/Named driver and/or passenger(s) of the Named Vehicle to take reasonable precautions or to follow warnings of any intended strike, riot or civil commotion via the mass media;
7. Any illegal or unlawful act by the Insured/Named driver and/or passenger(s) of the Named Vehicle and/or if the Named Vehicle is used for any unlawful or illegal purposes;
8. Any commercial vehicle;
9. When the car keys are not available or locked inside the Named Vehicle;
10. When there is no mechanical part in the Named Vehicle, such as there being no engine or transmission;
11. Towing of a Named Vehicle for the purpose of disposing the vehicle;
12. Towing of a Named Vehicle for the purpose of transferring the vehicle from one workshop to another;
13. No valid road tax disc displayed on the Named Vehicle;
14. Towing a stolen Named Vehicle which has been discovered, abandoned or vandalised;
15. Named Vehicle that has been dismantled fully or partly in a workshop;
16. Towing a Named Vehicle that has a greater weight than for which it was designed as stated in manufacturer's specifications;
17. Towing a Named Vehicle which registration number does not match with the number registered with LIBERTY ROADSIDE SERVICE ASSISTANCE/Appointed Service Provider ;
18. If the Named Vehicle suffers a mechanical breakdown and is immobilized on an unpaved road surface or on a road that is not a gazetted road in Malaysia, Singapore and/or Thailand Road System; and
19. If the Named Vehicle requires the use of special equipment during the Services.

Special Provisions

1. The Death and Permanent Disablement Benefit is extended to cover the Insured specified in the Schedule twenty four hours (24) a day, irrespective of whether he/she is in the Named Vehicle or not. However, such coverage will not be effective if death or permanent disablement is directly /

indirectly caused by or in connection with provoked murder or assault, whilst travelling in an aircraft as a member of the crew, except only as a fare-paying passenger, while committing or attempting to commit any unlawful act, while participating in any professional sports, martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) meters in depth, mountaineering involving the use of ropes or mechanical guides, racing (other than on foot), ionization, radiation or contamination by radioactivity, nuclear weapons material, riding a motorcycle without a valid licence.

2. Daily compensation under Hospital Income Benefit is payable only if the Insured/Named driver and/or passenger(s) is hospitalized within twenty (20) days from the date of accident. The maximum period of compensation for any one accident is sixty (60) days. Successive periods of hospital confinement, due to the same cause, shall be considered as one accident.
3. Compensation under the Medical Expenses Benefit is payable only if such medical treatment is furnished by a qualified medical practitioner within twenty six (26) weeks from the date of accident, provided that the first expense is incurred within twenty (20) days from the date of accident. The Company will reimburse the actual, necessary and reasonable expenses incurred up to the maximum shown in the Schedule for any one accident.
4. In the event that the actual number of passenger(s) exceeds the number stated in the Schedule of the Policy, the Company's Limit of Liability per person will be reduced by the ratio of the actual number of passenger(s) to that of the number of passenger(s) declared. This limitation shall not apply to the Insured/Named driver.
5. Passenger(s) aged fifteen (15) years and below are entitled to 50% of all the benefits provided under Section 1.
6. All policy cover / benefits described in Section 1, Section 2 and Section 3 shall cease upon 100% pay-out under Section 1.

Conditions

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

1. The due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured or his/her legal personal representative shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. All notices required to be given by the Insured to the Company must be in writing addressed to the nearest local Branch or Agency of the Company and no alteration in the terms of this Policy or any endorsement thereon, will be held to be valid unless the same is signed or initialled by an authorized representative of the Company.
3. Subject to the relevant duty of disclosure of the Insured, if the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Policy shall have been obtained through any misstatement, misrepresentation or suppression or if the claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy may be avoided, claim denied or reduced, terms changed or varied or contract terminated.
4. Upon the happening of an accident likely to give rise to a claim under this Policy, the Insured shall within fourteen (14) days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as

possible procure and act on proper medical or surgical advice.

The Insured (or the Insured's legal personal representatives) shall at the expense of the Insured furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Insured/Named driver and/or passenger(s), the Company shall be entitled to have a post-mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

5. All claims falling under this Policy shall be submitted within the prescribed period as stated in Condition 4 above.
6. Compensation for loss of life and the medical expenses of the Insured or his/her immediate family members shall be payable to the Insured or his/her legal personal representative (if the Insured is not married, the family members would be his/her parents, sisters and brothers. If the Insured is married the family members would be his/her spouse and children). All other compensation of this Policy which are payable other than to the Insured or to his/her immediate family members shall be payable directly to the injured Insured/driver and/or passenger(s) or to such Insured/driver's and/ or passenger's legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such Insured/driver and/or passenger(s).
7. The Company shall at any time by giving fourteen (14) days' notice to the Insured by registered letter at the Insured's address as last known to the Company to terminate and cancel this Policy, provided that the Company shall in that event return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled by the Insured on fourteen (14) days' notice to the Company and in such event the Insured shall be entitled to the return of the premium less premium at the Company's short period rates for the time this Policy has been in force during the then Period of Insurance.

The following scale of short period rates shall apply:

<u>Period</u>	<u>Refund</u>
Less than 1 week	7/8 – of the annual premium
Less than 1 month	3/4 – of the annual premium
Less than 2 months	5/8 – of the annual premium
Less than 3 months	1/2 – of the annual premium
Less than 4 months	3/8 – of the annual premium
Less than 6 months	1/4 – of the annual premium
More than 6 months	Nil

8. This Policy shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the Period of Insurance.
9. In the event the Insured shall have disposed of the Named Vehicle as specified in the Schedule either by sale, transfer of ownership, Total loss or theft, this Policy shall cease to operate and the Company upon written request of the Insured and surrender of the original Policy, shall cancel this Policy and premium to which the Insured shall be entitled to for the unexpired Period of Insurance shall be refunded in accordance with the Company's short period rates.
10. This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Parties agree that the Malaysian Courts shall have exclusive jurisdiction hereto.
11. All premiums shall be paid in Malaysian Ringgit. In the event

that the Insured/ Named Driver shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, the Company shall indemnify the Insured or his/her legal personal representative in Malaysian Ringgit based on the quoted exchanged rate (open market rate if a free market, official rate if not a free market) at the date the Insured is discharged from hospital.

12. The Insured shall give immediate notice to the Company of any change in his/her name, residence, business or occupation. The Insured shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which the Insured has become affected or has knowledge of.

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

14. Duty of Disclosure

(a) Consumer Insurance Contract

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

(b) Non-Consumer Insurance Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance for **purposes related to Insured's trade, business or profession**, the Insured had a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.**

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

15. Service Tax impact on Claims Settlement

The Company will pay the Insured's claim inclusive of the Service Tax on items which are taxable supplies, up to the limit of the Sum Insured.

16. Sanction Limitation and Exclusion

We shall not be liable to pay any benefit under this Policy to the extent that such cover, payment of such claim or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Malaysia.

Important Notice

- a) **Cash before Cover**
It is a fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by the Company before cover commences. If this condition is not complied with, then this Contract of Insurance is automatically null and void.
- b) For your own protection, you are particularly advised to read your Policy and, if incorrect, to return it for alteration or if the cover is not accordance with the need of the policyholder, the company should be notified and certificate / policy should return to the Company. Also, if you have other Insurance in force on the same property, to see that all the Policies describe it in similar terms.
- c) Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenues below. Kindly check with our company's Complaints Unit on the proper avenue for dealing with your complaint.

- a) **Customer Service Executive, Customer Contact Centre Liberty General Insurance Berhad**
Liberty Insurance Tower,
CT 9, Pavilion Damansara Heights,
3, Jalan Damanlela,
50490 Kuala Lumpur
Tel. No.: 03-2268 3333 or 1-300-888-990
E-mail : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my
- b) **BNMLINK Bank Negara Malaysia**
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link : bnm.gov.my/BNMLINK
Website : www.bnm.gov.my
- c) **Financial Markets Ombudsman Service (FMOS)**
(Formerly known as Ombudsman for Financial Services)
Company No. : 200401025885
General Line : +603 2272 2811
Address : Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Website : www.fmos.org.my

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