

PERFECT RIDER PLUS



Perfect Rider Plus Insurance Policy

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

(Service Tax Registration No.: B16-1808-31015443)

Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this 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).



1 300 88 8990



customer@libertyinsurance.com.my



www.libertyinsurance.com.my

Table of Contents:

1	Definitions	1
2	Benefits	2
	• Accidental Death	2
	• Permanent Disablement	2
	• Medical Expenses, Corrective Dental And/or Cosmetic Surgery and/or Ambulance Fees	2
	• Hospital Income	3
	• Bereavement Allowance	3
	• Compassionate Flood Expenses	3
	• Outstanding Credit Card Balance	3
	• Double Indemnity	3
	• Vehicle Breakdown Assistance And Towing Service (Within Malaysia Only)	3
	• Car Replacement Expenses	4
	• Compassionate Allowance For Vehicle Total Loss Due To Vehicle Collision Or Theft	4
	• Taxi And Car Rental Expenses	4
	• Hotel Accommodation Expenses For Vehicle Breakdown In Malaysia	4
	• Hotel Accommodation Expenses For Vehicle Breakdown In The Republic of Singapore	5
	• Referral Assistance Program	5
	• Compassionate Cover For Smash And Grab	5
	• Car Loan Protection	6
	• International Assistance	6
3	Special Provisions	7
4	Exclusions	7
5	Conditions	9
6	Clauses And Endorsements to be attached and read as part of the Policy (applicable only if specified in the Policy Schedule)	11
7	Important Notice	12

PERFECT RIDER PLUS

Insurance Policy

STAMP DUTY PAID

WHEREAS the Insured by an application and declaration which are duly incorporated herein has applied to Liberty General Insurance Berhad for the insurance contained in this Policy and has paid the premium stated in the Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH: That subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided:

The Company hereby agrees with the Insured that if at any time during the Period of Insurance or during any subsequent period for which the Insured pays and the Company shall agree to accept the premium, the Insured and/or Insured Person(s) as the driver and/or passenger while driving or riding, boarding or alighting from the vehicle named in the Schedule (hereinafter referred to as the "Named Vehicle") shall sustain Bodily Injury caused by accidental means which directly and independently of all other causes resulted in death or disablement, then the Company will pay the sum/sum insured specified in the Schedule and in accordance to the Table of Compensation in this Policy.

In addition, the Company will provide coverage on other benefits as specified in this Policy up to the sum/sum insured specified in the Schedule.

1 Definitions

1. **We / Us / Liberty General / the Company** means Liberty General Insurance Berhad.
2. **Schedule** means the Policy Schedule, which is attached to and forms part of this Policy.
3. **Insured / You / Your** means the person/association/corporation/company as named in the Schedule and is the registered owner of the Named Vehicle.
4. **Insured Person(s)** means the driver and/or passenger with the permission of the Insured driving or riding as passenger boarding or alighting from the Named Vehicle.
5. **Period of Insurance** means the specified insurance commencement date until its expiry date for the insurance coverage as stated in the Schedule.
6. **Medical Practitioner** means a physician qualified with a degree in Western Medicine who is legally licensed and duly qualified to practise medicine and surgery, but excluding a physician who is the Insured himself, or the spouse or lineal relative of the Insured.
7. **Territorial Limit** – Coverage is limited to Malaysia, the Republic of Singapore and Negara Brunei Darussalam unless specified otherwise under the respective benefits covered in this Policy.
8. **Hospital** means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having twenty-four (24) hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
9. **Loss of sight** means total and irrecoverable loss of sight rendering the Insured and/or Insured Person(s) absolutely blind in the eye and beyond remedy by surgical and other treatment.
10. **Loss of speech** means total permanent inability to communicate verbally.
11. **Loss of hearing** means total permanent and irrecoverable loss of hearing.
12. **Attended to** means the Insured / Insured Person is present in the Named Vehicle or within a distance and shall have control over the Named Vehicle.
13. **On the road** means any road, driveway or car park area.
14. **Brawl** means a noisy disorderly and often violent quarrel or fight whether provoked or unprovoked.
15. **Demonstration** means a manifestation of grievances support or protest by public rallies and parades.

1. ACCIDENTAL DEATH

When bodily injury results in loss of life of the **Insured** and/or **Insured Person(s)** in the Named Vehicle within twelve (12) calendar months from the date of accident **the Company** will pay the benefit according to the plan selected as per **Schedule**.

2. PERMANENT DISABLEMENT

When bodily injury does not result in loss of life of the **Insured** and/or **Insured Person(s)** in the Named Vehicle within twelve (12) calendar months from the date of accident but does result in any of the following losses within the said twelve (12) calendar months, **the Company** will pay for loss of the following according to plan selected as stated in **Schedule**.

Table of Compensation

Description of Disablement Compensation	Compensation (Percentage (%) of Principal Sum Insured)
Loss of both hands or both feet or sight of both eyes	100
Loss of one hand and one foot	100
Loss of either hand or foot and sight of one eye	100
Total paralysis (from the neck down)	100
Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100
Loss of four fingers and thumb in one hand	50
Loss of either hand or foot	50
Loss of hearing of both ears	50
Loss of speech	50
Loss of sight of one eye	50
Loss of all toes	50

Permanent total loss of use of a part of a body shall be treated as a loss of the part of the body.

The aggregate of all percentages payable under Permanent Disablement benefit in respect of any one accident shall not exceed 100% of the sum insured specified in the **Schedule** for any one person.

In the event of a Permanent Disablement claim which subsequently result in death of the **Insured** and/or **Insured Person** in respect of the same accident, the total amount payable shall not exceed the principal sum for Accidental Death.

3. MEDICAL EXPENSES, CORRECTIVE DENTAL AND/OR COSMETIC SURGERY AND/OR AMBULANCE FEES

a) MEDICAL EXPENSES

When by reason of accidental bodily injury, the **Insured** and/or **Insured Person(s)** shall require treatment by a **Medical Practitioner**, confinement in a **Hospital** or the employment of a licensed or graduate nurse, **the Company** will pay the actual expenses incurred within fifty-two (52) weeks from the date of accident for such treatment, hospital charges and nursing fees.

b) CORRECTIVE DENTAL AND/OR COSMETIC SURGERY

Corrective Dental and/or Cosmetic Surgery is payable if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon after an accidental bodily injury. This benefit shall be limited to the actual expenses reasonably incurred for such treatment and provided surgical operation is performed within six (6) calendar months from the date of accident.

c) AMBULANCE FEES

The Company will reimburse ambulance fees incurred for transporting the **Insured** and/or **Insured Person(s)** to and/or from the **Hospital** when necessary.

The total amount payable under Benefit 3 is limited to sum specified in the **Schedule** per person for any one accident.

4. HOSPITAL INCOME

The Company will pay a daily cash allowance to the **Insured** and/or **Insured** Person(s) for the period of hospitalisation not exceeding sixty (60) days per year. This benefit is payable to the **Insured** and/or **Insured** Person as a result of accidental bodily injury requires hospitalisation in a **Hospital** for more than twenty-four (24) hours and such hospitalisation occurs within fourteen (14) days from the date accident.

In the event the **Period of Insurance** is less than one (1) year, the sixty (60) days' hospitalisation time limit shall be apportioned accordingly.

5. BEREAVEMENT ALLOWANCE

The Company will pay the sum specified in the **Schedule** as Bereavement Allowance to the **Insured's** and/or **Insured** Person(s)' next of kin or legal representative upon valid claim payable under Benefit 1 (Accidental Death).

In the event the **Insured** suffers death due to Ebola, SARS, Japanese Encephalitis (JE), Chikungunya, Malaria and Dengue, the sum insured under this benefit will be doubled and is payable provided it is not a declared pandemic in Malaysia.

6. COMPASSIONATE FLOOD EXPENSES

The Company will pay to the **Insured** the actual expenses incurred up to the sum specified in the **Schedule** for any one (1) incident and any one (1) period of insurance as Compassionate Flood Expenses due to damages caused by flood to the Named Vehicle as stated in the **Schedule**. The **Insured** must submit to **the Company** a police report on the flood incident and the original receipts for the expenses incurred.

7. OUTSTANDING CREDIT CARD BALANCE

The Company will pay the amount required to repay the **Insured's** outstanding credit card billing balance which shall include interest in arrears until and including the date of accident in the event the **Insured** suffers death due to accident, up to the sum specified in the **Schedule**.

This benefit will be payable to the **Insured's** next-of-kin or legal representatives. However, this benefit is only payable to the individual **Insured** who has credit card(s) under his/her personal name (excluding balance by supplementary cardholder(s)). This benefit shall not be payable where the association, corporation or company is the **Insured** under this Policy.

8. DOUBLE INDEMNITY

The Company will pay double the sum insured on Death or Permanent Disablement if the **Insured** and/or **Insured** Person(s) suffers either death or permanent quadriplegia or permanent total paralysis from the neck down in an accident involving the Named Vehicle and such accident occurs during a national public holiday in Malaysia.

9. VEHICLE BREAKDOWN ASSISTANCE AND TOWING SERVICE (WITHIN MALAYSIA ONLY)

The **Insured** under this Policy is entitled to the Vehicle Breakdown Assistance and Towing Service benefit, provided by **the Company** or service provider assigned by **the Company** 24 hours a day, 365 days a year within Malaysia only. This benefit will be rendered to the **Insured**/driver of the Named Vehicle specified in the **Schedule** in the event of a breakdown to the Named Vehicle during the **Period of Insurance**. The **Insured**/driver of the Named Vehicle must call the 24-hour toll free number 1-800-88-5005 to request for the necessary assistance. The vehicle breakdown assistance and towing service is for an unlimited number of events.

If the Named Vehicle has broken down, **the Company** will provide these services at no cost to the **Insured**/driver;

- Changing of flat tyres
- Replacing battery (if a new battery is required, this will be at **Insured's**/driver's expense)
- Jump starting of Named Vehicle's engine

The cost of all other minor or major repairs including replacements parts carried out at breakdown site or service provider's workshop is to be negotiated and agreed upon between **Insured**/driver and the service provider. These costs will be **Insured**/driver's responsibility.

If the Named Vehicle requires breakdown towing to complete repairs, **We** will arrange towing to the nearest service provider or to **Insured's**/driver's specified destination and agreed by **Us** within the distance limit specified in the **Schedule**. Any incurred summons and/or compound from any authorities and parking fees (if any) are not covered.

The Named Vehicle will not be covered for the Breakdown and Towing Assistance if:

- a) towing services not organised directly by the Company or its assigned service provider.
- b) the vehicle has no engine or transmission, for purpose of disposing off vehicle or towing from one workshop to another.
- c) if there is a power failure or mishap that may not permit the Company or service provider to render the necessary service
- d) service outside the territorial limits stated.
- e) cost of repair or replacement of parts and components in the workshop or service center.
- f) petrol, parking fees, accommodation and telephone charges unless specifically mentioned.
- g) towing of the Named Vehicle after it has been sent for a spray job.
- h) towing or breakdown assistance due to natural catastrophic events or Act of God such as earthquake, flood and windstorm. Breakdown services should be made available once the event eases where the Our assigned service provider is able to dispatch assistance to the location of the Named Vehicle.
- i) the Named Vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies).
- j) incidents caused by strike, riot or civil commotion which You or Your Authorised Driver participates deliberately.
- k) any illegal or unlawful act by You or Your Authorised Driver or the use of the Named Vehicle for any unlawful or illegal purposes.
- l) towing or repair of any commercial vehicles such as but not limited to lorries, trucks, wagons, taxis etc. We reserve the right to refuse assisting and towing such vehicles.
- m) when the Named Vehicle is in any remote area or non-gazetted road e.g. estate, plantation, jungle, basement, roof top parking area and on an unpaved road surface.
- n) when the Named Vehicle can still be driven and does not pose any risk to drive in terms of regulation.
- o) when You or Your Authorised Driver requests to have second towing for one same Incident.
- p) if the Named Vehicle requires the use of special equipment and/or specialised techniques during the recovery or towing process such as use of crane, boom, winch etc.
- q) any towing request due to vehicle manufacturer's recall unless there is an incident covered by Your Policy.
- r) any consequential costs incurred during the recovery or towing process.

10. CAR REPLACEMENT EXPENSES

The Company will pay to the **Insured** the actual expenses incurred up to the sum specified in the **Schedule** per incident as car replacement expenses in the event of total loss or theft claim to the Named Vehicle. For reimbursement, the **Insured** must provide proof to **the Company** that the total loss or theft claim is paid/settled and the original receipt from a licensed car rental company must be submitted to **the Company**.

11. COMPASSIONATE ALLOWANCE FOR VEHICLE TOTAL LOSS DUE TO VEHICLE COLLISION OR THEFT

In the event of total loss due to vehicle collision or theft claim to the Named Vehicle, **the Company** will pay an amount equivalent to 10% of the Named Vehicle's sum insured covered under the private vehicle motor comprehensive insurance policy up to the sum specified in the **Schedule** per incident. This benefit is only payable if the Named Vehicle is insured under private vehicle motor comprehensive policy with the **Liberty General** and the motor claim is paid/settled.

12. TAXI AND CAR RENTAL EXPENSES

In the event of breakdown involving the Named Vehicle while in Malaysia and should the **Insured** and/or **Insured** Person require taxi or car rental, **the Company** will pay the actual expenses incurred up to the sum specified in the **Schedule** per incident.

For car rental expenses, **the Company** will only pay if

- a) the Named Vehicle suffers breakdown one hundred (100) kilometres from the **Insured's**/driver's permanent home address in Malaysia and the incident occurs during his/her business or leisure trip; and
- b) repair takes more than forty-eight (48) hours.

Reimbursement under this benefit is limited to three (3) times a year and original receipt from the licensed taxi and car rental company/operator must be submitted to **the Company** for reimbursement.

Unless the vehicle breakdown assistance and towing service is specifically excluded under Benefit 9, this benefit is only payable if the vehicle breakdown assistance and towing service is rendered by **the Company** or service provider assigned by **the Company**.

13. HOTEL ACCOMMODATION EXPENSES FOR VEHICLE BREAKDOWN IN MALAYSIA

In the event of breakdown involving the Named Vehicle in Malaysia and should the **Insured** and/or **Insured** Person require hotel accommodation, **the Company** will pay the actual expenses incurred up to the sum specified in the **Schedule** per incident only if

- a) the Named Vehicle suffers breakdown one hundred (100) kilometres from the **Insured's**/driver's permanent home address in Malaysia and the incident occurs during his/her business or leisure trip; and
- b) repair takes more than forty-eight (48) hours.

Reimbursement under this benefit is limited to three (3) times a year and original receipt from the licensed hotel operator must be submitted to **the Company** for reimbursement.

Unless the vehicle breakdown assistance and towing service is specifically excluded under Benefit 9, this benefit is only payable if the vehicle breakdown assistance and towing service is rendered by **the Company** or service provider assigned by **the Company**.

14. HOTEL ACCOMMODATION EXPENSES FOR VEHICLE BREAKDOWN IN THE REPUBLIC OF SINGAPORE

In the event of breakdown involving the Named Vehicle while in the Republic of Singapore during **Insured's** and/or **Insured** Person's business or leisure trip and should the **Insured** and/or **Insured** Person require hotel accommodation, **the Company** will pay the actual expenses incurred up to the sum specified in the **Schedule** per incident. This benefit is payable if the repair takes more than 24 hours from the time of breakdown and the following documents are submitted to **the Company**:

- a) confirmation in writing from the attending licensed repairer that the repair requires more than twenty-four (24) hours and to provide the breakdown details.
- b) original receipts from the vehicle repairer and licensed hotel operator.

Reimbursement under this benefit is limited to three (3) times a year.

15. REFERRAL ASSISTANCE PROGRAM

The **Insured** under Plan A, B and C of this Policy is entitled to the Referral Assistance Program, arranged by **Liberty General** with Europ Assistance, 24 hours a day, 365 days a year within Malaysia only. This benefit will be rendered to the **Insured**/driver of the Named Vehicle during the **Period of Insurance**. The **Insured**/driver of the Named Vehicle must call our 24-hour toll free number 1-800-88-5005 to request for the referral assistance services. The Company shall not be responsible or liable in any way whatsoever in the event of any failure by Europ Assistance to render the services or any negligence or wilful default due to any reason whatsoever on the part of Europ Assistance in rendering the services. The Company may change the service provider from Europ Assistance to another service provider at any time by giving notice of the change. The list of referral assistance services under this benefit are as follows:

a) Taxi and Car Rental Assistance

In the event of breakdown involving the Named Vehicle, upon request from the **Insured** and/or **Insured** Person, Europ Assistance shall assist to arrange for taxi transfer and/or referral to a car rental company.

The **Insured** and/or **Insured** Person shall pay for the expenses incurred and obtain reimbursement from **the Company** under Benefit 12 (Taxi and Car Rental Expenses), subject always to the benefit sum insured, terms and conditions.

b) Arrangement for Hotel Accommodation

In the event of breakdown involving the Named Vehicle, upon request from **Insured** and/or **Insured** Person, Europ Assistance shall assist to arrange for hotel reservation. The **Insured** and/or **Insured** Person shall pay for the expenses incurred and obtain reimbursement from **the Company** under Benefit 13 (Hotel Accommodation Expenses for vehicle breakdown in Malaysia), subject always to the benefit sum insured, terms and conditions.

c) Arrangement for Emergency Evacuation

In the event the **Insured** and/or **Insured** Person is hospitalised following a vehicle breakdown or accident involving the Named Vehicle, upon request, Europ Assistance shall arrange to transfer the **Insured** and/or **Insured** Person from an inadequate medical facility to the nearest adequate medical facility. The **Insured** / **Insured** Person shall pay for the expenses incurred. All emergency evacuation expenses incurred as a result of vehicle breakdown shall be borne by the **Insured** and/or **Insured** Person. For Emergency evacuation expenses as a result of an accident, the **Insured** and/or **Insured** Person may obtain reimbursement from **the Company** under Benefit 3c (Ambulance Fees), subject always to the benefit terms and conditions.

d) Referral to Service Centre and Car Rental Company

Insured or driver may contact Europ Assistance to arrange for appointment with or referral to the nearest repair and service centres in Malaysia for car servicing or repair. Should the **Insured**/driver require a car replacement in the event of accident involving the Named Vehicle, Europ Assistance shall arrange for referral to the nearest car rental company in Malaysia. All cost to be borne by **Insured**/driver.

e) Emergency Message Transmission

In the event of breakdown or accident involving the Named Vehicle, upon request, Europ Assistance shall assist the **Insured**/driver in keeping his/her family informed.

16. COMPASSIONATE COVER FOR SMASH AND GRAB

In the event the Named Vehicle's window and/or windscreen is/are broken by any third party by use of force whilst the Named Vehicle is **Attended to On the road**, **We** will:

- i) pay the **Insured** the lump sum specified in the **Schedule** as compassionate allowance. Our liability under Benefit 16(i) shall be limited to one (1) claim in any one (1) period of insurance.
- ii) pay the **Insured** and/or **Insured** Person the lump sum specified in the **Schedule** as compassionate allowance limited to one (1) claim in any one (1) period of insurance for loss or damage to **Insured** and/or **Insured** Person's personal effects and/or loss of cash in their possession.

When making a claim, a police report which includes the details of the event and losses suffered by the **Insured** Person is required. The **Insured** / **Insured** Person must make a police report within twenty-four (24) hours from the time of the incident except for reasons acceptable to **Us**.

17. CAR LOAN PROTECTION

In the event of a claim admissible under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement), for **Insured** only, **We** will pay to the **Insured** or **Insured**'s legal representatives the hire purchase instalments payable for the Named Vehicle which shall include all principal and interest due for the next instalments up to the benefit amount specified in the **Schedule**.

If the claims settlement amount exceeds the instalment amount payable under the Hire Purchase Agreement, **We** shall pay the balance of the claims settlement amount to the **Insured** or **Insured**'s legal representatives.

The **Insured** or **Insured**'s legal representatives must submit to **Us** a copy of the Hire Purchase Agreement and latest Statement of Account.

In the event the Named Vehicle is not under hire purchase, **We** shall then pay the benefit payable as specified under the **Schedule** lump sum to the **Insured** or **Insured**'s legal representatives.

18. INTERNATIONAL ASSISTANCE

In the event of vehicle breakdown involving the Named Vehicle while in the Republic of Singapore, Negara Brunei Darussalam or Thailand (within 60 kilometres from the Malaysian border), the **Insured**/driver is entitled to free breakdown towing services to the nearest workshop chosen by **the Company** or its assigned service providers within the Republic of Singapore, Negara Brunei Darussalam or Thailand. The **Insured**/driver of the Named Vehicle must call 03-2268 5655 (charges apply) to request for assistance.

If the repair is unable to be carried out for the Named Vehicle in the Republic of Singapore, Negara Brunei Darussalam or Thailand and/or upon the request of the **Insured**/driver, **the Company** or its assigned service provider may assist in making the necessary arrangements for the repatriation of the Named Vehicle to the Malaysian border. However, all repatriation expenses of the Named Vehicle shall be borne by the **Insured**/driver.

The Company or its assigned service provider shall not provide its services under the following circumstances:

- a) Towing services not organised directly by **the Company** or its assigned service provider.
- b) Cost of repair or replacement of parts and components in the workshop or service centre.
- c) Lack of mechanical parts, engine or transmission in the Named Vehicle.
- d) Towing for the reason of disposing of the Named Vehicle.
- e) Towing of discovered stolen, burned or abandoned Named Vehicle.
- f) Towing for the reason of transferring the Named Vehicle from one workshop to another workshop.
- g) Towing of the Named Vehicle after it has been sent for a spray job.
- h) Special towing and/or special equipment is required during the course of providing the towing services for the Named Vehicle which, based on the Company's or its assigned service provider's reasonable assessment, are deemed high risk and/or reasonably impracticable, e.g. when the car or car tyre falls into the drain or river.

- i) The breakdown of the Named Vehicle results from filling the vehicle fuel tank with fuel that is not designed for the vehicle.
- j) Towing of the Named Vehicle due to motor vehicle accident.
- k) Towing or breakdown assistance due to natural catastrophic events or Act of God such as earthquake, flood and windstorm. Breakdown services should be made available once the event eases where the Our assigned service provider is able to dispatch assistance to the location of Named Vehicle.
- l) Named Vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies) or if the Named Vehicle has been modified against government regulations.
- m) incidents caused by strike, riot or civil commotion which You or Your Authorised Driver participates deliberately.
- n) any illegal or unlawful act by You or Your Authorised Driver or the use of Named Vehicle for any unlawful or illegal purposes.
- o) when Named Vehicle is in any remote area or non-gazetted road e.g. estate, plantation, jungle, basement, roof top parking area and on an unpaved road surface.
- p) when Named Vehicle can still be driven and does not pose any risk to drive in terms of regulation.

3 *Special Provisions*

1. The Accidental Death and Permanent Disablement Benefit is extended to cover the **Insured** twenty-four (24) hours a day worldwide irrespective of whether he or she is in the Named Vehicle or not. If the Named Vehicle is registered under association/corporation/company, the Named Vehicle owner as the **Insured** may nominate a person to be covered under this extended coverage/benefit.
2. In the event that the actual number of passengers in the Named Vehicle exceeds the number stated in the **Schedule, the Company's** Limit of Liability per person under all benefits except Benefit 6, 7, 9 to 14, 16 and 17 will be reduced by the ratio of actual number of passengers to that of the number of passengers declared. The limitation shall not apply to the driver.

4 *Exclusions*

This Policy does not provide coverage under any of the following circumstances:

1. loss caused directly or indirectly, wholly or partly
 - a) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - b) by any kind of disease or sickness of any kind except the named diseases as specifically covered under Bereavement Allowance Benefit, subject to the specific terms and circumstances as detailed in the said benefit;
 - c) by medical or surgical treatment (except such as may be necessary as a result of bodily injuries covered by this Policy and performed within the time provided in the Policy);
 - d) by childbirth, miscarriage, pregnancy or any complications thereof unless caused solely and directly by accidental means to **You** or the Authorised Driver and/or passenger(s) while driving or riding, boarding or alighting from the Named Vehicle;
 - e) if **You** or **Your** Authorised Driver is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances to such an extent that **You** or **Your** Authorised Driver is incapable of having proper control of the Vehicle. **You** or **Your** Authorised Driver shall be deemed as incapable of having proper control of the Vehicle if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** or **Your** Authorised Driver is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.
 - f) while the Named Vehicle is used for illegal activities/business or as an unlicensed carrier.
2. any bodily injury which shall result in hernia.
3. intentional self-inflicted injuries, insanity, suicide or any attempt thereof (sane or insane).
4. loss happening outside the **Territorial Limit**.
5. loss occasioned by war, invasion, act of foreign enemies, hostilities or warlike operation (whether war be declared or not), mutiny, civil war, rebellion, 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 of martial law or state of siege, seizure, quarantine, customs regulations or nationalisation by or under the order of any government or public or local authority, or 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** 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 the above exception, circumstances or causes.

6. loss occasioned while the Named Vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
7. loss directly or indirectly caused by or contributed by or arising from ionisation, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self-sustaining process of nuclear fission.
8. **You** or **Your** Authorised Driver does not have a valid driving licence to drive the Vehicle. This will not apply if **You** or **Your** Authorised Driver has an expired licence but is not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
9. while committing or attempting to commit any unlawful act.
10. death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
11. any pre-existing conditions or physical defect or infirmity, fits of any kind.
12. the **Insured** flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route, the **Insured** engaging in water-skiing, scuba-diving and any underwater activities involving use of underwater breathing apparatus, hunting, drowning, mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse riding, wrestling, boxing, racing of any kind other than on foot, death or disablement caused directly or indirectly by provoked murder or assault, food poisoning, insect, snakes, vermin and animal bites. However, the named diseases as specifically covered under the Bereavement Allowance Benefit are covered under the specific circumstances as detailed in the said benefit.
13. loss, damage or liability to the Named Vehicle or caused by the Named Vehicle during the breakdown assistance and towing service.
14. while the **Insured** and/or **Insured** Person is participating in a **Brawl** or strike, riot, civil commotion or **Demonstration**.
15. **Cyber Loss Limited Exclusion Clause**
 - a) Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.
 - b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
 - i. the use or operation of any Computer System or Computer Network;
 - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - iii. access to, processing, transmission, storage or use of any Data;
 - iv. inability to access, process, transmit, store or use any Data;
 - v. any threat of or any hoax relating to i. to iv. above;
 - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
 - c) 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.
 - d) 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.
 - e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
16. **Pandemic Exclusion Clause**
 - a) 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.
 - b) Pandemics according to paragraph a) 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.
 - c) 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**.

1. THE CONTRACT

This Policy and **Schedule** shall be read together as one contract and constitute the entire contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the **Schedule** shall bear such specific meaning wherever it may appear.

2. CONDITION PRECEDENT TO LIABILITY

The **Insured / Insured** Person shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **Insured / Insured** Person and which affects the liability of **the Company** to make payment under this Policy.

3. CHANGES IN POLICY

Any changes in this Policy shall be invalid unless approved by an authorised officer of **the Company** and such approval must be endorsed hereon.

4. CLAIMS

- a) On the happening of any accident for which compensation is payable under this Policy the **Insured / Insured** Person shall immediately employ the services of a **Medical Practitioner** and undergo any treatment such practitioner shall deem necessary.
- b) Upon the happening of any accident likely to give rise to a claim under this Policy the **Insured** and/or **Insured** Person(s) shall within fourteen (14) days after the happening of the accident give notice to **the Company** and furnish full particulars of the accident and injury. The death of the **Insured** and/or **Insured** Person(s) shall be established by an official Death Certificate or in the event of his/her disappearance following an accident, by a Court presuming his/her death.
- c) After the occurrence of any accident under which a claim has arisen or may arise the **Insured** shall use the best endeavours to preserve any appliances or things whether damaged or defective or otherwise which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be made to any article concerned with or involved in the accident without the prior consent in writing of **the Company**. The **Insured** and/or **Insured** Person(s) shall not without the consent in writing of **the Company** repudiate liability, negotiate or make any admission, offer promise or payment in connection with any accident or claim and **the Company** shall be entitled if it so desires to take over and conduct in the name of the **Insured** and/or **Insured** Person(s) the defense of any claim or to prosecute in the name of the **Insured** and/or **Insured** Person(s) at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claims and the **Insured** and/or **Insured** Person(s) shall give all such information and assistance as **the Company** may require.
- d) All certificates, accounts receipts, documents, information and evidence required by **the Company** shall be furnished at the expense of the **Insured** or any claimant hereunder and shall be in such form and such nature as **the Company** shall prescribe.

5. MEDICAL EXAMINATION

The Company shall have the right and opportunity to examine the **Insured** and/or **Insured** Person(s) as often as may be reasonably required during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of accidental death where it is not forbidden by law.

6. TWO OR MORE POLICIES

If at the time of any claim arising under Benefit 3, 6, 7 and 10 to 14 of this Policy there shall be any other insurances whether with this Company or other insurance companies covering the same risk or any part thereof, **the Company** shall not be liable for more than its rateable proportion thereof.

7. CANCELLATION BY THE INSURED

This Policy may be cancelled by the **Insured** on fourteen (14) days' notice in writing to **the Company**. **We** will retain the premium according to the short-period table for the period the Policy has been in force and refund to the **Insured** the unexpired portion of the Policy period, provided no claim has been made during the **Period of Insurance**.

Period Insured Not Exceeding	Percentage (%) of Refund of Annual Premium
1 month	80
2 months	70
3 months	60
4 months	50
5 months	40
6 months	30
7 months	25
8 months	20
9 months	15
10 months	10
11 months	5
Period exceeding 11 months	No refund

8. CANCELLATION BY THE COMPANY

The Company may cancel this Policy at any time by giving fourteen (14) days' written notice by registered letter to the **Insured's** address as last known to **the Company** and will state when such cancellation shall be effective. The Company will return the pro rata unearned portion of any premium paid by the **Insured**. Such cancellation shall be without prejudice to any claim originating prior thereto.

9. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **the Company**. If **the Company** shall disclaim liability to the **Insured** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to Arbitrator under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. GOVERNING LAW

The indemnity expressed in this Policy shall not apply to or include:

- compensation for damages in respect of judgment not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
- costs and expenses of litigation recovered by claimant from the **Insured** that are not incurred in and recoverable in Malaysia.

11. COMPLIANCE ON MOTOR INSURANCE COVER

This Policy is available to Liberty General customers and will automatically become null and void if the Named Vehicle as specified in the **Schedule** is no longer insured under a private vehicle motor comprehensive Policy.

12. MISREPRESENTATION/FRAUD

The Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the **Insured** which the **Insured** knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgment of any prudent insurer (including the **Company**) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the **Company**.

13. PERIOD OF COVER AND RENEWAL CONDITION

This Policy shall lapse/terminate at midnight (standard Malaysian time) on the last day of the **Period of Insurance** and is renewable from year to year by mutual agreement between the **Insured** and the **Company**. This Policy will be subject to revision at the Policy anniversary, which shall be one year after the effective date and annually thereafter.

However, this Policy is not renewable on the occurrence of any of the following:

- a) non-payment of premium, or
- b) on the death of the **Insured**, or
- c) the **Insured** has claimed on Permanent Disablement Benefit, or
- d) the Named Vehicle is no longer insured with the **Company** under a private vehicle motor comprehensive Policy.

14. DUTY OF DISCLOSURE

Consumer Insurance Contracts

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

15. TERMINATION OF POLICY

This Policy shall automatically terminate/lapse upon **Insured's** death or when the **Insured** has no ownership/insurable interest in the Named Vehicle. The Company upon receiving notice in writing from the **Insured** / **Insured's** legal representative/next-of-kin will cancel this Policy. **We** will retain the premium according to the short-period table for the period the Policy has been in force and refund to the legal representative for the unexpired portion of the Policy period, provided no claim has been made during the **Period of Insurance**.

16. SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not be liable to pay any benefit under this **policy** to the extent that such cover, payment of 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 regulation of the European Union, United Kingdom, United States of America or Malaysia.

6

Clauses And Endorsements to be attached and read as part of the Policy (applicable only if specified in the Policy Schedule)

SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION

Nominated Account shall mean the account nominated by the **Insured** in the Auto Renewal Instruction Form/Proposal Form, or as subsequently instructed by the **Insured** in writing, from which premiums for this Policy are to be debited or charged.

Premium

- a) Premium as stated in the Policy **Schedule** shall be due on the effective date of Policy. If payable yearly, on each Policy anniversary date and if payable monthly, on the same date of each month thereafter. If the month for which premium is due does not have a corresponding date, then the premium shall be paid on the last day of that month.
- b) Premium will be charged to the **Insured's** Nominated Account when due.
- c) Payment of premium when due automatically renews the Policy. No renewal documents are issued and the existing Policy is the evidence of valid cover.

Automatic Termination

- a) This Policy shall terminate immediately on the termination of the **Insured's** Nominated Account to which premium payable for this Policy is charged.

Non-payment of premium when due.

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to **the Company** and the **Policy** returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of **the Company** may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or to approach Bank Negara Malaysia's BNMLINK addressed below:
 - a) **Complaints Management Unit**
Liberty General Insurance Berhad
Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel : +603-2268 3333 or 1 300 88 8990
Email : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my
 - b) **Financial Markets Ombudsman Service (FMOS)**
(Formerly known as Ombudsman for Financial Services)
Company No. : 200401125885
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
 - c) **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