

POS MOTOR PA *Plus*



POS Motor PA Plus Insurance Policy

Liberty General Insurance Berhad 197801007153 (44191-P)

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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).



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POS MOTOR PA 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 Authorised 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 **Authorised Driver** and/or passenger with the permission of the **Insured** driving or riding as passenger boarding or alighting from the Named Vehicle.
5. **Authorised Driver** means the person who drives the Named Vehicle with **Insured's** consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.
6. **Period of Insurance** means the specified insurance commencement date until its expiry date for the insurance coverage as stated in the **Schedule**.
7. **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**.
8. **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.
9. **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.
10. **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.
11. **Loss of speech** means total permanent inability to communicate verbally.
12. **Loss of hearing** means total permanent and irrecoverable loss of hearing.

13. **Attended to** means the **Insured / Insured Person(s)** is present in the Named Vehicle or within a distance and shall have control over the Named Vehicle.
14. **On the road** means any road, driveway or car park area.
15. **Brawl** means a noisy disorderly and often violent quarrel or fight whether provoked or unprovoked.
16. **Demonstration** means a manifestation of grievances support or protest by public rallies and parades.

2 Benefits

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 to the **Insured** and/or **Insured Person(s)**' next-of-kin or legal representative 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 the **Insured** and/or **Insured Person(s)** 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(s)** 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 payable to the **Insured** and/or **Insured Person(s)** and limited to sum specified in the **Schedule** per person for any one accident.

4. VEHICLE BREAKDOWN AND ACCIDENT ASSISTANCE (WITHIN MALAYSIA ONLY)

This benefit is 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 / Authorised Driver** of the Named Vehicle specified in the **Schedule** in the event of a breakdown or accident to the Named Vehicle during the **Period of Insurance**. **You** or **Your Authorised Driver** must call the 24-hour toll free number 1-800-88-5005 to request for the necessary assistance. In the event of a breakdown, upon receiving the call, service provider assigned by **the Company** shall arrange a mechanic to the breakdown site to provide minor roadside assistance such as:

- a) changing of flat tyres,
- b) replacing battery (if a new battery is required, this will be at **You** or **Your Authorised Driver's** expense) or
- c) jump starting the Named Vehicle's engine.

The cost of all repairs including replacements of parts or components carried out at breakdown site or workshop is to be negotiated and agreed upon between **You** or **Your Authorised Driver** and the service provider. These costs will be **You** or **Your Authorised Driver's** responsibility.

If the case where a minor roadside repair is not suitable to mobilise the Named Vehicle, **We** shall arrange towing to the nearest service provider or to **You** or **Your Authorised Driver's** specified destination and agreed by **Us** within the distance limit specified in the **Schedule**.

In the event of accident, **We** shall arrange towing to the nearest service provider or to **You** or **Your Authorised Driver's** specified destination and agreed by **Us** within the distance limit specified in the **Schedule**.

Toll charges incurred are covered in the towing services provided.

The vehicle breakdown and accident assistance is for an unlimited number of events.

This benefit will not be provided under the following circumstances:

- a) Registration number of vehicle requesting services does not match the registration number of the Named Vehicle specified in the **Schedule**.
- b) Any incurred summons and/or compound from any authorities, petrol, accommodation, telephone charges and parking fees unless specifically mentioned.
- c) Services in islands within Malaysia (except Penang and Langkawi) and outside Malaysia.
- d) Services not organised or pre-approved directly by **the Company** or service provider assigned by **the Company**.
- e) Services during natural catastrophic events or Act of God such as earthquake, flood and windstorm. The services should be made available once the event eases where the service provider assigned by **the Company** is able to dispatch assistance to the site of incident.
- f) Services that require the use of special equipment and/or specialized technique, such as use of crane, boom, winch etc.
- g) The Named Vehicle has no valid road tax at the time of incident.
- h) The Named Vehicle encounter breakdown due to empty fuel tank or use of incorrect fuel.
- i) The Named Vehicle has no mechanical part, such as engine or transmission.
- j) The Named Vehicle is involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies), or has been modified for participation in rally and racing, or modified against government regulations.
- k) 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.
- l) When **You** or **Your Authorised Driver** requests to have second towing for one same incident.
- m) When the Named Vehicle can still be driven and does not pose any risk to drive in terms of regulation.
- n) Towing of the Named Vehicle for the purpose of renting, disposing or selling.
- o) Towing of the Named Vehicle from garage, workshop or any kind of storage place.
- p) Towing of the Named Vehicle after it has been sent for a spray job or lamination.
- q) Towing of the Named Vehicle where vehicle's key(s) is not available or locked inside the vehicle.

- r) Towing of the Named Vehicle that has been dismantled fully or partially with or without **You** or **Your Authorised Driver's** consent.
- s) Towing or repair of any commercial vehicle or private car used for commercial purposes (including hire & reward of carriage of goods), **We** reserve the right to refuse providing services.
- t) Towing of a stolen Named Vehicle which has been discovered, abandoned or due to vandalism.
- u) Towing made at the direction of law enforcement office related to traffic obstruction, impoundment, abandonment, illegal parking and/or other violations of the law.
- v) Transportation of **You** or **Your Authorised Driver** and/or passenger(s) with the Named Vehicle for services, or from the Named Vehicle to another destination after the services have been rendered.
- w) Incident caused by strike, riot or civil commotion which **You** or **Your Authorised Driver** participates deliberately, or failure of the **You** or **Your Authorised Driver** to take precautions or follow warnings of any intended strike, riot or civil commotion via the mass media.
- x) Any illegal or unlawful act by **You** or **Your Authorised Driver**, or the use of the vehicle for any unlawful or illegal purposes.
- y) Any towing request due to vehicle manufacturer's recall.
- z) Any consequential costs incurred during the recovery or towing process.

5. 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 pay the **Insured** and/or **Insured Person(s)** 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 (portable items that **You** carry or wear, such as wallet / purse, mobile phone, watch, spectacle, clothes, etc.) 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 / Insured Person(s)** is required. The **Insured / Insured Person(s)** must make a police report within twenty-four (24) hours from the time of the incident except for reasons acceptable to **Us**.

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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 during the **Period of Insurance** 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 4 and 5) 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.

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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, 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 **Your 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 Named Vehicle. **You** or **Your Authorised Driver** shall be deemed as incapable of having proper control of the Named 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 thereat (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 Named 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.
13. loss, damage or liability to the Named Vehicle or caused by the Named Vehicle during the breakdown and accident assistance.
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.

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Conditions

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(s)** 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(s)** 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(s)** 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 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

This Policy shall be governed by and construed in accordance with the laws of Malaysia.

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 or third party, fire and theft (TPFT) 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 (Comp) or third party, fire and theft (TPFT) 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.

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 address 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. : 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
 - 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