

# MOTOR INSURANCE



## Motor Trade Policy (Road Risk)<sup>Tariff</sup>

**Liberty General Insurance Berhad** 197801007153 (44191-P)

*Formerly known as AmGeneral Insurance Berhad*

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

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](http://www.pidm.gov.my)).



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**Important Notice: ALL ACCIDENTS MUST BE REPORTED TO THE POLICE WITHIN 24 HOURS**

## Our Agreement

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

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

We will indemnify You against loss, damage or liability as described in this Policy occurring during the Period of Insurance whilst the Motor Vehicle is on the road or is temporarily garaged during the course of a journey elsewhere other than in or on any premises owned by You or in Your occupation. This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

## 1 Section A: Loss or Damage to Your Vehicle

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

- (a) by accidental collision or overturning,
- (b) by collision or overturning caused by mechanical breakdown,
- (c) by collision or overturning caused by wear and tear,
- (d) by fire explosion or lightning,
- (e) by burglary, housebreaking or theft.

### 2. Basis of Settlement

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

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

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

	Age of vehicle based on:
New Vehicles	Date of Registration
Local Second-hand/Used Vehicles	Date of Original Registration
Imported Second-hand/Used Vehicles	Year of Manufacture
Imported Reconditioned Vehicles	Year of Manufacture

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

### 3. Transportation of Damaged Vehicle

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

### 4. Exceptions to Section A

#### We will NOT pay for

- (a) consequential losses of any nature.
- (b) the loss of use of Your Vehicle.
- (c) depreciation, wear and tear, rust and corrosion, metal fatigue, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreen or windows.
- (d) damage caused by overloading or strain.
- (e) malicious act.
- (f) damage to Your Vehicle's tyres unless Your Vehicle is damaged at the same time.
- (g) loss of or damage to accessories or spare parts by burglary, housebreaking or theft unless the Motor Vehicle is stolen at the same time.
- (h) any loss or damage caused by or attributed to the act of cheating / criminal breach of trust by any person within the meaning of the definition of the offence of cheating / criminal breach of trust set out in the Penal Code.
- (i) the Excess stated in the Schedule.
- (j) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

## Section B: Liability to Third Parties

### 1. We will indemnify You or Your authorised driver for the amount which You or Your authorised driver is legally liable to pay (including claimants' costs and expenses) for:

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

### 2. Limits of Our Liability

Our total liability under Section B 1(a) is unlimited	<b>in respect of any one claim or series of claims arising out of one event.</b>
Our total liability under Section B 1(b) is limited to RM3 million	

### 3. Cover for Legal Representatives

Following the death of any person covered under this Policy We will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the policy.

### 4. Legal Costs

We will pay legal costs incurred up to a maximum of RM2,000 for defence of any charge including the charge of causing death by driving the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

### Exceptions to Section B

#### We will NOT pay for:

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

## No Claim Discount

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

Period of Insurance	Discount
After the first year of insurance	25%
After the second year of insurance	30%
After the third or more years of insurance	38 1/3%

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

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

## Avoidance of Certain Terms and Rights of Recovery

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

## General Exceptions – These Apply to the Whole Policy

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

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

12. Under 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 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 or United States of America.
13. Under Cyber Loss Limited Exclusion Clause (IUA 09-082),
  1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
  2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
    - 2.1 the use or operation of any Computer System or Computer Network;
    - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
    - 2.3 access to, processing, transmission, storage or use of any Data;
    - 2.4 inability to access, process, transmit, store or use any Data;
    - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
    - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
  3. 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.
  4. 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.
  5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

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

## 6 Conditions – These Apply to the Whole Policy

### 1. Duty of Disclosure

#### Non-Consumer Insurance Contracts

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

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

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

### 2. Accidents and Claims Procedures

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

### 3. Cancellation

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You fourteen (14) days' written notice by registered post to Your last known address.
- (c) You shall within seven (7) days from the date of the cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:



Period of Insurance	Refund of Premium (%)
Not exceeding 1 week	87.5 of the total premium
Not exceeding 1 month	75.0 of the total premium
Not exceeding 2 months	62.5 of the total premium
Not exceeding 3 months	50.0 of the total premium
Not exceeding 4 months	37.5 of the total premium
Not exceeding 6 months	25.0 of the total premium
Not exceeding 8 months	12.5 of the total premium
Exceeding 8 months	No refund of premium allowed

(e) In case of cancellation by Us, You shall be entitled to a pro rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.

(f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

#### 4. Other Insurance

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

#### 5. Subrogation

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

#### 6. Arbitration Clause

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of Our disclaimer to You.

#### 7. Other Matters

**This Policy will only be operative if:**

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

## 7 Definitions

- We/Us/Our refer to the Insurance Company.
- You/Your/Yourself refer to the Policyholder and/or Insured.
- Your Vehicle refers to the Vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
- Accessories refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the schedule.
- Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
- Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).

7. Cheating as defined in the Penal Code is as follows:

Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

- (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property,

is said to “cheat”.

8. Criminal breach of trust as defined in the Penal Code is as follows:

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits “criminal breach of trust”.

9. Acts of terrorism mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## 8

### Endorsements

The following endorsements, warranties or extensions are not applicable unless indicated in the Policy Schedule, in which case the endorsement(s), warranty(ies) or extension(s) so indicated shall be deemed to form part of the Policy.

#### Endorsement 1: Excess All Claims

You are responsible for the first amount as described in the schedule of each and every claim payable (including costs and expenses and expenditure incurred by Us in the conduct, defence and settlement of any claim) under \*Section A of / \*\*Section A 1(d) & 1(e) of this Policy in addition to any other excess that may be applicable. If the expenses incurred by Us include the amount for which You are responsible, such amount shall be repaid to Us.

Note: \*Applicable to Comprehensive Policy

\*\*Applicable to Third Party, Fire and Theft Policy

Subject otherwise to the Terms and Conditions of this Policy.

N.B the amount of Excess mentioned herein shall be held to apply in addition to any other Excess that may be applicable to this Policy.

#### Endorsement 3(p): Third Party Only

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

Section B (Liability to Third Parties).

Section A (Loss or Damage to Your Vehicle) is cancelled.

Subject otherwise to the Terms and Conditions of this Policy.

#### Endorsement 3(q): Third Party, Fire And Theft

The cover provided for in this policy is limited to Third Party, Fire and Theft only. Section A (Loss or Damage to Your Vehicle) of this policy will cover You if Your Vehicle is damaged or lost by fire, explosion, lightning, burglary, housebreaking or theft and Section B (Liability to Third Parties).

Subject otherwise to the Terms and Conditions of this Policy.

#### Endorsement 20: Passenger Risk – Motor Trade Policies (Other Than “Act” Policies)

We agree that Exception (c) of Section B of this Policy is cancelled.

Provided that We shall not be liable in the event of an accident occurring whilst the Motor Vehicle is carrying more than 7 persons (excluding the driver) or the number permitted by Law whichever is the less.

Subject otherwise to the Terms and Conditions of this Policy.

The following endorsements, warranties or extensions are not applicable unless indicated in the Policy Schedule, in which case the endorsement(s), warranty(ies) or extension(s) so indicated shall be deemed to form part of the Policy.

#### **Endorsement 25: Strike, Riot and Civil Commotion**

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

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

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

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

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

Subject otherwise to the Terms and Conditions of this Policy.

#### **Endorsement 30: Replacement Parts**

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

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacturer's work plus reasonable cost of transport (except air freight); and
- (b) reasonable cost of fitting such spare parts / accessories.

Subject otherwise to the Terms and Conditions of this Policy.

#### **Endorsement 57: Inclusion of Special Perils**

In consideration of the payment of additional premium by You to Us the following peril(s) is/are deemed to be covered under Section A of this Policy: Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.

Subject otherwise to the Terms and Conditions of this Policy.

#### **Endorsement 103: Malicious Damage Endorsement (Applicable to Motor Trade Policy (Road Risk Only) (22/04/2009)**

In consideration of the payment of an additional premium, item (e) of Exception of Section A of the Policy is deleted.

You shall be responsible for the first RM\* in respect of each and every claim.

Subject otherwise to the Terms and Conditions of this Policy.

Minimum excess RM250.

Note: \*It is not permissible to grant Malicious Damage Cover unless Strike, Riot and Civil Commotion Cover is also taken up. Additional rate to be charged is 0.40% per annum (i.e. 0.30% for SRCC and 0.10% for Malicious Damage) on values per driver or Trade Plate.

#### **Endorsement 106: Insurer's Authorised Workshop**

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

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

Subject otherwise to the Terms and Conditions of this Policy.

The following endorsements, warranties or extensions are not applicable unless indicated in the Policy Schedule, in which case the endorsement(s), warranty(ies) or extension(s) so indicated shall be deemed to form part of the Policy.

### **Warranty No.1 – Warranty on Overloading of Vehicle (Applicable to All Commercial Vehicle Including Private Buses and Vans)**

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

Subject otherwise to the Terms and Conditions of this Policy.

Notes: For the purpose of calculating the number of persons where children are carried, such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

## **9**

### **Important Notice**

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 Ombudsman for Financial Services or to approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) 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 1800 88 3833

Fax : +603-2268 2222

**b) Ombudsman for Financial Services (OFS)**

Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

Tel : +603-2272 2811

Fax : +603-2272 1577

**c) BNMLINK (Laman Informasi Nasihat dan Khidmat)**

**Bank Negara Malaysia**

4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.

Tel : 03-2698 8044 (General Line) / 1 300 88 5465 (BNMLINK)

Fax : 03-2174 1515

e-Link : bnmlink.bnm.gov.my

Email : bnmlink@bnm.gov.my

Website : www.bnm.gov.my