

**Customer Care Centre** **Tel** Call **1 300 80 3030** at local rates **General line** +603 2268 3333 **Email** customer@amassurance.com.my**AMDRIVE PLUS INSURANCE POLICY****STAMP DUTY PAID**

(E)

**WHEREAS** the Insured by an application and declaration which are duly incorporated herein has applied to AmGeneral 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, 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.

**DEFINITIONS**

- We/Us/Our/AmGeneral/The Company** means AmGeneral Insurance Berhad.
- Schedule** means the Policy Schedule, which is attached to and forms part of this Policy.
- Insured/You/Your** means the Person/Association/Corporation/Company as named in the Schedule and is the registered owner of the Named Vehicle.
- Insured Person(s)** means the driver and/or passenger with the permission of the Insured is driving or riding as passenger boarding or alighting from the Named Vehicle.
- Period of Insurance** means the specified insurance commencement date till its expiry date for the insurance coverage as stated in the Schedule.
- Medical Practitioner** means a physician qualified with a degree in Western Medicine who is legally licensed and duly qualified to practice medicine and surgery, but excluding a physician who is the Insured himself, or the spouse or lineal relative of the Insured.
- 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.
- Hospital** means any institution recognized by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organized 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.

- 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.
- Loss of speech** means total permanent inability to communicate verbally.
- Loss of hearing** means total permanent and irrecoverable loss of hearing.
- Brawl** means a noisy disorderly and often violent quarrel or fight whether provoke or unprovoked.
- Demonstration** means a manifestation or grievances support or protest by public rallies and parades.

**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, We will pay RM30,000 to the legal representative of the Insured and RM15,000 per person to the legal representative of the Insured Person.

**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, We will pay for loss of the disablement as per table of compensation below based on the sum insured of RM30,000 for Insured and RM15,000 per Insured Person as stated in Schedule.

**TABLE OF COMPENSATION**

Description of Disablement Compensation	(Percentage (%) of Principal Sum Insured)
Total paralysis	100
Permanently bedridden	100
Loss of both hands and/or both feet	100
Loss of sight of both eyes	100
Loss of hearing of both ears	100
Loss of either hand or foot and sight of one eye	100
Loss of either hand or foot	50
Loss of sight of one eye or hearing of one ear	50
Permanent total loss of use of member shall be treated as loss of member.	

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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 results in death of the Insured and/or Insured Person in respect of the same accident, the total amount payable to any one person 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, We will pay the actual expenses for such treatment, hospital charges and nursing fees incurred within fifty two (52) weeks from the date of accident.

#### 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

We 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 RM1,000 per person per accident.

### 4. HOSPITAL INCOME

We will pay a daily cash allowance of RM20 per day to the Insured and/or Insured Person(s) for the period of hospitalisation not exceeding sixty (60) days per year. This benefit is payable if the Insured and/or Insured Person as a result of accidental bodily injury requiring hospitalisation in a Hospital for more than twenty four (24) hours and such hospitalisation occurs within fourteen (14) days from the date of accident.

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

### 5. COMPASSIONATE FLOOD EXPENSES

We will pay to the Insured the actual expenses incurred up to RM1,000 for any one incident and any one period of insurance as Compassionate Flood Expenses due to damages caused by flood to the Named Vehicle as stated in the Schedule. You must submit to Us a police report on the flood incident and the original receipts for the expenses incurred.

### 6. DOUBLE INDEMNITY

We will pay double the sum insured on Death or Permanent Disablement if the Insured and/or Insured Person(s) suffers either death or total paralysis or permanently bedridden in an accident involving the Named Vehicle and such accident occurs during a national public holiday in Malaysia.

### 7. 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 Us or service provider assigned by Us 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 hours toll free number 1-300-80-3030 to request for the necessary assistance. The vehicle breakdown assistance and towing service up to 450 km round trip is covered for an unlimited number of events. Unlimited toll charges are covered.

If the Named Vehicle has broken down, We 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/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 are 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/driver's specified destination and agreed by us within the distance limit specified in the Schedule/as above. 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) the vehicle has no engine or transmission, for purpose of disposing off vehicle or towing from one workshop to another.
- b) the vehicle is in any remote area or non-gazetted road e.g. estate, plantation, jungle, basement & roof top parking area.
- c) any Act of God, catastrophes, adverse weather conditions and other factors which may be beyond the Company or service provider's control in rendering the necessary services.
- d) if there is a power failure or mishap that may not permit the Company or service provider to render the necessary services.

## SPECIAL PROVISIONS

1. The Accidental Death, Permanent Disablement and Medical Expenses Benefit is extended to cover the Insured twenty four (24) hours a day worldwide irrespective of whether the Insured 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, Our Limit of Liability per person under all Benefits except Benefit 5 and 7 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.

## 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;
  - 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) childbirth, miscarriage, pregnancy or any complications thereof;
  - 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 substance to such an extent that You or Your Authorised Driver are 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 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 enemy, 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. If You or Your Authorised Driver do not have a valid driving licence to drive the Vehicle. This will not apply if You or Your Authorised Driver have an expired licence but are 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 schedule domestic or international route, the Insured engaging in waterskiing, 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 assistance and towing service.
14. While the Insured and/or Insured Person participating in a brawl or strike, riot, civil commotion or demonstration.
15. Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

## CONDITIONS

### 1. THE CONTRACT

This Policy and Schedule shall be read together as one contract and constitutes 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 and other relevant documents as required by Us or in the event of his 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 endeavors 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

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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, document, 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 reasonable 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 and 5 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 ratable 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.

Short Period Table

Period 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:

- a) compensation for damages in respect of judgment not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
- b) 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 will automatically become null and void if the Named Vehicle as specified in the Schedule is no longer insured under a private vehicle motor 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 judgement 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 mid-night (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 followings:

- 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 under a private vehicle motor 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 knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- b) 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. GOODS AND SERVICES TAX IMPACT ON CLAIMS SETTLEMENT

#### Claim Settlement

We will pay Your claim inclusive of the Goods and Services Tax on items which are taxable suppliers, up to the limit specified in the Schedule/Certificate of Insurance/Table of Benefits.

In the event that You are entitled to claim for the input tax credit and if We make a payment under this policy as compensation to You, We will reduce the amount of the payment by deducting Your input tax credit entitlement irrespective of whether You have or have not claimed the input tax credit, up to the limit specified in the Schedule/Certificate of Insurance/Table of Benefits.

### 16. PAYMENT OF PREMIUM - CASH BEFORE COVER

You must pay the premium before coverage under this Policy is effective.

### 17. 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 Insured/Insured's legal representative/next-of-kin for the unexpired portion of the Policy period, provided no claim has been made during the period of insurance.