



**Generali Insurance Malaysia Berhad**  
Reg No: 197501002042 (23820-W)

# MULTI DRIVE PROTECTOR POLICY



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Generali Customer Service Centre: Level 1, Menara Generali, 27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.  
Tel: 1 300 13 2121 or +603 3007 2121

For more information, log on to [www.generali.com.my](http://www.generali.com.my) or call 1 300 13 2121 or +603 3007 2121

Thank you for choosing Generali Malaysia as your preferred Insurer.

Our purpose is to enable people to shape a safer and more sustainable future by caring for their lives and dreams. We have always driven our efforts with the intention to improve people's lives – starting with improving our services and products.

We want to serve you better and understand your needs and expectations. We welcome your feedback and if you come across an issue, please reach out to our Complaint Handling Unit at the following:

**Complaints Unit,**

Generali Customer Service Centre  
Level 1, Menara Generali,  
27 Jalan Sultan Ismail,  
50250 Kuala Lumpur.  
Tel: 1 300 13 2121 or +603 3007 2121  
Email: [feedback.gi@generalicom.my](mailto:feedback.gi@generalicom.my)

What to do if your issue is still not resolved?

You may reach out to:

**Ombudsman for Financial Services (OFS)**  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: +603 2272 2811  
Fax: +603 2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

or

**BNMLINK**  
Jabatan Komunikasi Korporat  
Bank Negara Malaysia  
P.O. Box 10922 50929 Kuala Lumpur  
Tel: 1-300-88-5465 (1-300-88-LINK)  
(Overseas: +603 2174 1717)  
Fax: +603 2174 1515  
Web form: [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)



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Member of PIDM

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

## MULTI DRIVE PROTECTOR POLICY

Note: **You** are requested to read this document carefully and keep it in a safe place. Please contact **Us** if **You** need any clarification.

### Statement Pursuant to Schedule 9 of the Financial Services Act 2013

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**. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us** for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance.

Now this Policy witnesses that if the **Insured Person** whilst with **Your** permission is/are travelling on or boarding or alighting from or seated in the Vehicle described in the **Schedule** during the **Period of Insurance** shall due to an accident involving the vehicle sustain any Bodily Injury caused solely and directly by violent accidental external and visible means and being the sole and direct cause of the **Insured Person's** death or Permanent Disablement or cause the **Insured Person** to incur Medical Expenses as stated, **We** will subject to the terms exceptions and conditions herein or endorsed hereon pay in accordance with the provisions of the Policy the compensation specified in the **Schedule** and the Table of Compensation for such Result.

## DEFINITIONS

**We/Us/Our** means Generali Insurance Malaysia Berhad

**You/Your** means the person(s) named on the **Schedule** as the Insured

**Insured Person** means driver and/or passengers

**Period of Insurance** means the period for which **You** are insured

**Schedule** means the policy schedule where the benefits and sum insured are stated

## GENERAL EXCEPTIONS

This Policy does not cover any Result arising under any of the following exceptions in any manner whatsoever:-

1. The vehicle being used for racing, road rally, pacemaking, speed-testing or for any purpose in connection with motor trade and for hire and reward.
2. There is no cover under this Policy if **You** or **Your** Authorised Driver does not have a valid driving licence to drive **Your** Car. This will not apply if **You** or **Your** Authorised Driver has an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
3. The vehicle being used for carriage of passengers for reward.

4. War, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection, military or usurped power martial law.  
In the event of any claim hereunder the Insured Person shall, when so required by **Us**, prove that the claim arise independently of and was in no way connected with or occasioned by contributed to by or traceable to any of the said occurrences or an consequence thereof and in default of such proof **We** shall not be liable to make any payment in respect of such a claim.
5. The **Insured Person** engaging in or taking part in Naval Air Force or Military service or operations or participating in operation planned or conducted by the Civil or Military Authorities.
6. Self-injury, suicide or attempted suicide, wilful exposure to injury, provoked assault, pregnancy or childbirth or any pre-existing physical defect or infirmity.
7. Any Results whilst the **Insured Person** is temporarily or otherwise insane or of unsound unstable mind or under the influence of drug or drink.
8. (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.  
  
(b) Nuclear weapons material.
9. Any act of terrorism

For the purpose of this condition, any act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, 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.

In any action, suit or other proceeding, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured Person**.

## GENERAL CONDITIONS

1. This Policy and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the **Schedule** shall bear such specific meaning wherever it may appear.
2. The due observance and fulfilment of the terms provisos conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by **You** or any Claimant under this Policy shall be conditions precedent to **Our** liability to make any payment under this Policy.
3. Subject to the relevant duty of disclosure, if **Your** proposal or declaration is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be voided and all premiums paid thereunder shall be forfeited.
4. Upon the happening of any accident likely to give rise to a claim under this Policy **You** shall within fourteen (14) days after the happening of the accident give notice to **Us** with full particulars of the accident and injuries and the **Insured Person** shall as soon as possible procure and act on proper medical or surgical advice.  
  
The **Insured Person** (or the **Insured Person's** legal personal representative) shall at his own expense furnish to **Us** all such certificates information and evidence as may be required by **Us** and the **Insured Person** shall whenever required submit to medical examination on behalf of **Us**. In the event of the death of the **Insured Person**, **We** shall be entitled to have a post mortem examination at its own expense.
5. All notices required to be given by **You** to **Us** must be in writing addressed to **Us** and no alteration in the terms of this Policy nor any endorsement hereon will be held valid unless the same is signed or initialled by **Our** authorised representative.
6. **We** shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat **You** as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the **Insured Person** (or of the **Insured Person's** legal personal representative) alone shall be an effectual discharge.
7. **We** shall not be bound to renew this Policy or to send any notice of the renewal premium becoming due. **We** shall be at liberty to determine and cancel this Policy by sending fourteen (14) days' notice by registered letter to **Your** address as last known to **Us** and in such event will return to **You** the premium paid less the pro-rata portion thereof for the period the policy has been in force or the Policy may be cancelled at any time by **You** on fourteen (14) days' notice and (provided no claim has arisen during the then current **Period of Insurance**) **You** shall be entitled to a return of premium paid less premium at **Our** short period rates for the period the Policy has been in force.
8. No compensation shall be payable under this Policy until the total amount of such compensation shall have been ascertained and agreed.

9. 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 **Us**. If **We** shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration 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.

## **ENDORSEMENTS, CLAUSES AND WARRANTIES** **(Applicable to the Policy)**

### **AVERAGE CLAUSE**

In the event the actual number of persons exceeds the number stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.

### **MEDICAL EXPENSES ENDORSEMENT**

The sum insured under Item No. 4 shall be **Our** limit of liability in respect of any one accident. If at the time of accident there be any other subsisting insurance covering Medical Expenses this Policy shall not be liable to pay or contribute more than its rateable proportion.

### **PAYMENT OF COMPENSATION CLAUSE**

Notwithstanding anything stated to the contrary of Condition No. 6, it is understood and agreed that compensation which is payable other than to **You** shall be payable directly to the **Insured Person** or to the legal representative of the **Insured Person** whose receipt shall be a full discharge of **Our** liability. **You** shall NOT be entitled to compensation payable to other **Insured Persons**.

### **CASH BEFORE COVER**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **Us** before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

### **DUTY OF DISCLOSURE**

Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claims(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

**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.

### **SERVICE TAX**

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

### **DATA PRIVACY NOTICE**

You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website [www.generali.com.my](http://www.generali.com.my). We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.

## TABLE OF COMPENSATION

Item No.	Results	Compensation The Sum Payable Per Insured Person			
		MDP 1 RM	MDP2 RM	MDP3 RM	MDP4 RM
1.	Death	15,000.00	30,000.00	45,000.00	60,000.00
2.	(a) Loss of both hands or both feet or sight of both eyes	15,000.00	30,000.00	45,000.00	60,000.00
	(b) Loss of one hand and one foot	15,000.00	30,000.00	45,000.00	60,000.00
	(c) Loss of either hand or foot and sight of one eye	15,000.00	30,000.00	45,000.00	60,000.00
3	(a) Loss of either hand or foot	7,500.00	15,000.00	22,500.00	30,000.00
	(b) Loss of sight of one eye	7,500.00	15,000.00	22,500.00	30,000.00
4.	Actual expenses reasonably and necessarily incurred for medical and surgical treatment (by legally qualified Medical Practitioner only), hospitalisation, and/or engaging a licensed or graduate nurse.	500.00 per accident	1,000.00 per accident	1,500.00 per accident	2,000.00 per accident

**PROVIDED ALWAYS THAT :**

- (i) Compensation shall not be payable under 1, 2 or 3 unless the death or loss occurs within twelve (12) calendar months of the date of the accident causing the Result.
- (ii) Compensation except for Item 4 shall not be payable under more than one item in respect of the same accident, injury or disablement.
- (iii) **We** shall not be liable to make any further payment under this Policy after a claim under Item 1, 2 or 3 has been admitted and become payable.
- (iv) **Our** maximum liability shall not exceed 100% of Items 1, 2 or 3 for the **Period of Insurance**.
- (v) Loss of limbs means loss by physical severance or permanent total loss of use. In the case of sight the permanent complete total irrecoverable irreparable incurable loss of the faculty.