

## APPENDIX 1

<b>PROGRAM</b>	<b>150</b>	<b>200</b>	<b>5+1</b>	<b>5+1</b>	<b>5+2</b>	<b>5+2</b>
<b>ELIGIBILITY*</b>	<b>Regular</b>	<b>Regular</b>	<b>Early Bird</b>	<b>Regular</b>	<b>Early Bird</b>	<b>Regular</b>
<b>ALMERA</b>	1,188	1,888	788	1,188	988	1,688
<b>SERENA HYBRID</b>	2,388	3,388	888	1,288	1,088	1,788
<b>X-TRAIL</b>	2,388	3,388	988	1,388	1,188	1,888

\*Eligibility as follows:

1. Early Bird – Up to 1 month / 1,000 km, whichever is earlier
2. Regular – Up to 33 months / 80,000 km, whichever is earlier

## APPENDIX 2 – EW 150 & EW 200

### **TC WARRANTY PLUS INSURANCE POLICY**

Insurance does not cover **You** against everything that can happen.

**You** are requested to carefully read the Policy and its conditions.

#### **For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your trade, business or profession)**

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **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 accordance with 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 Non - Consumer Insurance Contracts (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 **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.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are covered and not covered.

Some words and expressions have been printed out in bold because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Definitions.

#### **About this Product Disclosure Statement and Policy Wording**

This Product Disclosure Statement (PDS) has been designed to assist **You** make an informed decision about this product. Please read this document carefully to ensure it provides the insurance cover suitable for **You**. The information in this PDS was current at the date of preparation and **We** may update some of the information in the PDS from time to time without needing to notify **You**.

Any other documents may form part of this PDS and will be provided to **You** along with the Policy Schedule.

## **DUTY OF DISCLOSURE**

### 1. Communication

All communication to **Us** must be in writing. **Endorsement** to this **Policy** contract must be issued and signed by **Us**.

### 2. Duty of Disclosure before this Insurance is granted

#### **Consumer Insurance Contracts**

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** claim(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** are also required to disclose any other matter that **You** know 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.

#### **Non-Consumer Insurance Contracts**

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** have a duty to disclose any matter that **You** know 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.

If **You** do not fully and faithfully provide this information, the insurance may not be valid or the **Policy** may not cover **You** fully.

### 3. Duty of Disclosure during this Insurance

During this Insurance **You** are required to immediately inform **Us** of any changes in **Your** name, residence, business or occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may:

- i) require **You** to pay an additional **Premium** for the increase risk or
- ii) make changes to the terms and conditions of this **Policy** or

iii) leave the **Policy** terms, conditions and **Premium** unaltered

**You** will only be covered for any increased risk if agreed in writing by **Us**.

Under Schedule 9 of the Financial Services Act 2013, **You** are required to tell us everything **You** know or could reasonably be expected to know that may influence our decision to insure **You** and the terms and conditions on which we will insure **You**.

If **You** do not tell us those things that may be relevant we may:

- Reduce the amount **We** pay for a claim.
- Decline a claim.
- Cancel the policy.
- In some cases treat **Your** policy as never having begun.

### **FREE LOOK PERIOD**

If **You** request cancellation of this policy within 14 days of the policy Commencement Date and provided if **You** have not made a claim, we will refund **Your** premium in full.

### **CANCELLATION**

This policy may be cancelled by or on behalf of **Us** by giving **You** at least 15 days written notice to **Your** last registered address and in such event, **We** shall refund **You** a pro-rata premium for the unexpired period of insurance. For avoidance of doubt, **We** shall remain liable for any claims that was made prior to the date upon which the insurance is cancelled.

**You** may also cancel this insurance at any time by giving at least 15 days written notice to **Us**. **We** will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a 25% minimum retention amount.

No refund of premium shall be due on cancellation if a claim has been made under this policy.

### **TRANSFER OF OWNERSHIP**

If the vehicle is sold during the period of insurance, this policy shall be transferred to the subsequent owner at **Your** request for the remaining period and subject to the terms, conditions and exclusions as specified in this policy. The transfer of ownership will only be valid if:

- a. **You** have paid the premium in full (if monthly instalment was selected, all remaining instalments of premium are required to be paid prior to the transfer of policy); and
- b. **You** complete the transfer form contained in this policy document; and
- c. **You** return the transfer form to **Us** accompanied by:
  - i. A copy of the Scheduled maintenance service records;
  - ii. The policy transfer fee of RM 50.00 (excluding 6% SST) for administration processing fees to pass endorsement

However, in the event that there is a delay in the submission of transfer of ownership form to **Us** due to unforeseen circumstances for passing endorsement on the new owner, it will not jeopardise the warranty claim provided all other claims procedures conditions are complied with.

### **OUR AGREEMENT WITH YOU**

Provided **You** have paid the premium. **We** agree to insure **You** for the type of cover stated in the Policy Schedule, subject to the terms and conditions of this policy. **We** will only give **You** this cover for the period stated on the Policy Schedule.

## **YOUR CONTRACT**

**Your** insurance policy is a contract between **You** and **Us** and consists of three parts.

1. The Proposal or Application Form
2. Policy wording
3. Policy Schedule

Together these documents set out the terms and conditions of **Your** policy:

It is **Your** responsibility to make sure that all details contained on the Policy Schedule are correct. **You** may request a copy of that information or its correction at any time by writing to **Us**.

## **ELIGIBILITY**

To be eligible for this Extended Warranty Insurance, **You** must have a vehicle that meets **Our** stated underwriting criteria:

1. Nissan vehicle purchased from Edaran Tan Chong Motors Sdn Bhd or its authorized dealers and;
2. Nissan vehicle aged less than 33 months and 80,000km mileage travelled since new and;
3. Regular Preventive Maintenance Schedule (PMS) is performed as per required intervals by any of Tan Chong Ekspres Auto Service Sdn Bhd (TCEAS) Service Centres or Nissan's Authorised Service Dealers (for Program A and B), and;
4. Only the following Nissan models would be eligible for coverage:
  - a. Nissan Almera
  - b. Nissan Serena Hybrid
  - c. Nissan X-Trail
  - d. Nissan X-Trail Hybrid

## **PAYMENT BEFORE COVER OF WARRANTY**

Premium due must be paid and received by **Us** within 60 days from the inception date of the policy / endorsement. Failure to adhere to this may result in the policy been automatically cancelled and **We** will be entitled to the pro rata premium of the covered period.

## **SUBROGATION**

**We** may at any time take any step in **Your** name against any person or entity to recover any money **We** pay in settlement of **Your** claim. **You** shall provide **Us** with all reasonable assistance and shall do everything necessary to cooperate fully with **Us** in this respect and must not do anything to prejudice **Our** rights.

## **GOVERNING LAW**

This policy shall be governed by the laws of Malaysia and covers insured events arising during the period of insurance within Malaysia.

## **TERRITORIAL LIMIT**

The territorial limit of the vehicles covered shall be within Malaysia

## **POLICY COVERAGE & GENERAL CONDITIONS**

This insurance will cover the cost of repair / replacement of parts (including labour) of **Your** vehicle caused by a breakdown or failure of a mechanical or electrical part, provided that **Our** liability in any one period of insurance shall not in aggregate exceed the Sum Insured as stated in the policy schedule.

### **EW150 PLAN:**

1. Coverage Period is up to 5 years from date of delivery of vehicle; or 150,000km travelled since new; whichever comes first. Coverage commence upon the expiry of the Standard Manufacturer Warranty and as per Standard Manufacturer Warranty, subject to terms and conditions of TC Warranty Plus Extended Warranty Programme;
2. EW150 is only applicable for Eligible Nissan Models purchased from Edaran Tan Chong Motors Sdn Bhd or its authorized dealers; and is below 33 months old from the date of vehicle registration, up to 80,000km mileage travelled since new;
3. Regular Preventive Maintenance Schedule (PMS) is performed as per required intervals by any of Tan Chong Ekspres Auto Service Sdn Bhd (TCEAS) Service Centres or Nissan's Authorised Service Dealers:
  - a. PMS service interval : Every 6 months or 10,000km travelled (whichever comes first);
  - b. Allowance of 1 month or 1,000km travelled will be given (whichever comes first);
  - c. Maximum tolerance :
    - i. (6 months + 1 month) = 7 months (maximum service interval allowable)
    - ii. (10,000km + 1,000km) = 11,000 (maximum service interval allowable)
  - d. Failure to keep **Your** vehicle serviced in accordance with the PMS's recommendations, subject to the maximum tolerance allowable specified in (c) above will void the warranty.

### **EW200 PLAN :**

1. Coverage Period is up to 7 years from date of delivery of the vehicle; or 200,000km travelled since new; whichever comes first. Coverage commence upon the expiry of the Standard Manufacturer Warranty and as per Standard Manufacturer Warranty, subject to terms and conditions of TC Warranty Plus Extended Warranty Programme for the first 2 years of coverage or up to 150,000km mileage, whichever comes first; and 3 basic components for the subsequent 2 years or after 150,000km mileage, whichever comes first.
2. The 3 basic components covered in the last 24 months are:
  - a. Engine – Cylinder block, pistons, connecting rods, connecting rod bearings, crankshaft, crankshaft main bearing, gudgeon / piston pins and bearings, thrust bearing, cylinder head, camshaft, camshaft bearings, timing gears, hydraulic rocker, rocker arm, rocker shafts, cylinder head valves, collars, valve lifters, valve springs, valve spring retainers, valve seats, valve guides, oil pump (include oil pump housing), intake and exhaust manifolds, intercooler, flywheel ring gears, flywheel (non-clutch related failure) and oil pan (exclude sealant leak).
  - b. Manual / Automatic Transmission / CVT / Drive Train / Final Drive – Internal gears & shafts, selector fork, reverses light switch, gear shift lever, transmission housing, internal shift rods, main shaft, all gear sets, all external cables, torque converter, drive plate, flexplate, parking pawl assembly, gear linkages, valve body, ATF pump, ATF cooler, transmission housing and complete CVT assembly, final gears, differential

- gears, propeller shaft (not joints or boots), propeller shaft flanges, differential case, differential locks, universal joints and transfer assembly.
- c. Steering System – Steering column, upper and lower steering shafts, universal joints and steering column adjustment mechanism.
3. EW200 is only applicable for Eligible Nissan Models purchased from Edaran Tan Chong Motors Sdn Bhd or its authorized dealers; and is below 33 months old from the date of vehicle registration, up to 80,000km mileage travelled since new;
  4. Regular Preventive Maintenance Schedule (PMS) is performed as per required intervals by any of Tan Chong Ekspres Auto Service Sdn Bhd (TCEAS) Service Centres or Nissan's Authorised Service Dealers:
    - a. PMS service interval : Every 6 months or 10,000km travelled (whichever comes first);
    - b. Allowance of 1 month or 1,000km travelled will be given (whichever comes first);
    - c. Maximum tolerance :
      - i. (6 months + 1 month) = 7 months (maximum service interval allowable)
      - ii. (10,000km + 1,000km) = 11,000 (maximum service interval allowable)
    - d. Failure to keep **Your** vehicle serviced in accordance with the PMS's recommendations, subject to the maximum tolerance allowable specified in (c) above will void the warranty.

However, not everything is covered by this Insurance and it is important that **You** carefully read **Your** policy to understand the extent of cover and its exclusions.

This insurance will commence the later of:

- The date of the expiry of the Manufacturer's Warranty; OR
- The date when You purchased this cover

For the policy to remain valid, **You** are required to properly, regularly and punctually service **Your** vehicle in accordance with the PMS's recommendations and keep a record of the services undertaken on **Your** vehicle.

All vehicle servicing should be carried out by the recommended panel of dealer or an authorized service facility. Once a service has been completed, **You** must make sure the authorized service facility completes and stamps the "Scheduled maintenance service records" contained in this booklet at the time of the service.

If **You** do not fully comply with these servicing requirements or if **Your** Manufacturer's Warranty is voided or cancelled, **We** may refuse a claim and this policy may cease to operate.

#### **CLAIMS LIMIT**

MYR 40,000 in aggregate (inclusive of SST).

#### **BASIS OF CLAIM SETTLEMENT**

In the event of a loss, the basis of loss settlement shall be as follows:

1. Where the defective or faulty component(s) of the vehicle can be reasonably repaired or reinstated at a cost less than the replacement cost, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the vehicle to its state immediately prior to the happening of the loss. No depreciation shall be deducted; and

2. **Our** liability in respect of the insured vehicle in any one period of insurance shall not in aggregate exceed the claims limit set out in this policy; and
3. **We** shall be entitled to retain any defective component(s) replaced under this policy.

#### **RIGHT TO INSPECT**

**We** (through any of **Our** representatives and appointees, including a loss assessor or a surveyor appointed in that behalf) shall have the right, upon reasonable prior notice, from time to time during the period of insurance to inspect and examine into the circumstances or loss that have given rise to a claim under the policy. **You** shall, on being required to do so by **Us**, produce all books of accounts, receipts, documents relating to the circumstance or loss in **Your** possession as may be required by **Us** so far as they relate to such claims or will in any way assist **Us** to ascertain in the correctness thereof or the liability of **Us** under the policy.

#### **MONTHLY DECLARATION CONDITION**

The cover provided under this Policy by **Us** to **You** is subject to **You** meeting the requirement to make prompt submission to **Us** within 7 days after the close of each month providing monthly declaration of the Warranty sold with the necessary information as per the prescribed declaration form provided by **Us** to **You**. Any sold Warranty cases which is not declared or being declared later than the following month shall not be covered under this Insurance.

#### **RATE REVIEW CLAUSE**

The Premium rates as agreed in the Policy Schedule is subject to review every 3 months on targeted sales and loss ratio. We reserve the right to review the rates if the earned loss ratio exceeded 65%; calculated as the total incurred claims (paid and outstanding claims) divided by the earned premiums. In the event of failure in the agreement on the adjusted rate review by either party, this policy may be cancelled and cover terminated after 60 days from the date of review notice issued by **Us**.

#### **WHAT WE WILL NOT PAY**

**We** will not pay for:-

1. Any consequential loss, damage or liability incurred as a result of a mechanical failure (including personal liability).
2. Any claim falling beyond the expiry date as shown in the schedule or the completion of the kilometres as specified in the schedule; whichever is earlier.
3. Any claims resulting of continued operation of a vehicle once a defect or fault has occurred.
4. Any mechanical failure or costs covered by other warranty, entitlement or recall campaign including any manufacturer's warranty, dealer and / or repairer's guarantee.
5. Any damage that result from hard driving, race and / or rally.
6. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that could not lead to dismal product function or performance of the vehicle.
7. Any claims resulting from the damage from storage or transportation.
8. Any claims that are covered under the manufacturer's warranty period.
9. Any mechanical failure caused by misuse, neglect, abuse, negligence and / or of normal maintenance, improper servicing and / or any failure caused by the incorrect grade, the contamination of and / or the failure to maintain proper levels of any fluids or lubricants.



10. Any claim attributable to the failure to follow the vehicle manufacturer's operating guidelines or mechanical failure attributable to exceeding the manufacturer's operating limitations such as but not limited to; maximum load passenger capacity, engine speed and others.
11. Any claims where we have not been contacted prior to the commencement of repairs or where we have not authorized the repairs.
12. Any claims where the repair has been performed at non authorized service facility.
13. Any claims caused to your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
14. Any loss arising out of accident caused by external impact, road traffic accident, acts of terrorism, illegal and malicious activities, vandalism, strike, riot, civil, commotion, storm, thunder, earthquake or flood, fire or explosions, war and allied perils.
15. Any claim arising from the mechanical failure of a covered component which has, prior to the mechanical failure, been repaired by other than the authorized service facility.
16. Any direct or indirect loss or damage which arises as a result of a fault in repairer workmanship or the poor quality of a replaced part during the term of this Extended Warranty. Such costs should be the liability of the repairer.
17. Any mechanical failure attributed to a modification made to your vehicle, unless such modification has been endorsed by the manufacturer. Modified components must be disclosed on your application and are expressly excluded from coverage.
18. Any parts which are non-manufacturer's original parts. All parts must be factory-fitted.
19. Any claims resulting from detonation and / or failure caused by poor quality fuel or the incorrect grade / type of fuel.
20. Any mechanical failure caused by a fault that existed prior to the commencement of cover.
21. Any exploratory dismantling charges and/or diagnostic cost, unless accepted as part of an authorized claim. It is your responsibility to authorise dismantling, and to pay the charges if such dismantling proves that the failure is not within this Extended Warranty's coverage, subject to the terms, conditions and exclusions as detailed in this booklet.
22. Routine maintenance service jobs, including but not limited to:
  - a. Scheduled maintenance serviced as described in your owner's manual;
  - b. Wheel alignment, wheel balance, tyre rotation;
  - c. Brake and clutch inspection and adjustment;
  - d. Alignment, rectification, adjustment of all mechanical components unless related to a covered component failure;
  - e. Drive belt inspection or any belts;
  - f. Fuel and/or cooling system or any material contamination and cleaning or flushing of the same;
  - g. Carbon deposit and/or sludge formation and removal/cleaning of the same;
  - h. Engine tuning or phasing adjustments unless replacement occurs in connection with repairs to a covered part;
  - i. Other similar maintenance service normally necessitated by vehicle use;
  - j. Charging, recharging or rebuilding the air-conditioner;
  - k. Reset of service indicators, software update and programming;
  - l. Maintenance and cleaning of air-conditioner components. Changing of air-conditioner gas is not covered unless essential to rectify a covered component failure.
23. Theft of vehicle / component(s) and / or parts or accessories.

24. Any scratch and / or dents, trims and upholstery requiring replacements / repairs due to wear and tear, depreciation, moth vermin, effect of light, sun or any atmospheric conditions, bird droppings.
25. Any parts subjected to normal wear and tear, natural ageing, corrosion, rust, including but not limited to components such as exhaust systems including manifolds (catalytic converter is covered), clutch and brake pads, brake discs, brake drums, tyres, wheel rims, shock absorbers, illuminants, spark plugs, batteries, hybrid batteries, traction batteries, accumulators, capacitors, relays, windscreen wiper blades, upholstery and all drive belts (except timing belt).
26. Any claims caused through cyber risks, loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever, including but not limited to; computer virus.
27. All parts of the sound system as well as entertainment electronics, including but not limited to; radio / cartridge, CD and / or MP3 player, antennas, navigation system, telephone and hands-free mechanism, audio and video systems and all other electric comfort systems.
28. Any claims if the vehicle is being used for hire, driver instruction or conveyance of passengers for fare or reward. This includes car rental and e-hailing vehicles.
29. Any claims if the vehicle is being used as a police car, ambulance or other emergency vehicle.
30. Any claims if the vehicle is being commercially used such as but not limited to, wholesale or retail delivery, taxi and chauffeur driven.
31. Any claims if the odometer reading cannot be determined as accurate by virtue of it having been inoperative, tampered with or removed from the vehicle.
32. Any claims if the vehicle is un-roadworthy or unregistered.
33. Any claims if the vehicle has had the manufacturer's warranty cancelled or voided.
34. Any claims resulting from ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
35. Any claims resulting directly or indirectly from a collision, overturn, the collapse of external objects, the fall of moving objects in the air incurred while the vehicle is moving or parking, pressure caused by aircraft or other aerial devices travelling at subsonic or supersonic speeds.
36. Any claims if the vehicle has been declared a total loss, salvaged or junk vehicle.
37. Any claims when the vehicles is under temporary possession or use or management by a repairer, or anyone who supplies parking services, car sales, car transportation and the like as a business.
38. Any expenses generated by achieving mobility (e.g. towing, rail travel, rental vehicle, accommodation and telephone costs) as well as financial disadvantages caused by loss of time or concerning accidental personal or material damages.
39. EPIDEMIC FAILURE CLAUSE

If the number of claims (in Ringgit Malaysia monetary value) resulting from defects in material, workmanship, manufacturing process and / or design deficiencies, including but not limited to the use of components with inherent or latent defects, or consistent maladjustment's during the manufacturing of the particular component, expressed as a percentage of total claimed value (in Ringgit Malaysia monetary value) of a particular Nissan model declared during the period of insurance and on which such component is fitted, amounts to more than 10% over a period of 12 months risk period, this shall be considered as an Epidemic Failure.

- a. If an Epidemic Failure occurs, **We** will not be liable for any claims or any associated costs relating to that Epidemic Failure. All future claims relating to the Epidemic Failure will be paid by the policyholder / manufacturer until the cause is permanently rectified. We will only cover all amounts paid in respect

of claims below the Epidemic Failure percentage as set forth herein prior to the Epidemic Failure being established.

### **CLAIM PROCEDURES**

1. In the event of a claim covered by the warranty, the vehicle must be presented to **Your** Edaran Tan Chong Motors Sdn Bhd workshops and or any authorised panel service centre of Edaran Tan Chong Motors Sdn Bhd repairer only for repair. If for whatever reason this is not possible, then **We** should be contacted for an alternative.
2. Any claim should be reported as soon as reasonably possible (but in any event not later than 14 days after its occurrence) by the authorised repairer and or authorised service centre.
3. It shall be the responsibility of the Edaran Tan Chong Motors Sdn Bhd workshops or its authorised service centre and or repairer to check that the vehicle owner holds a valid mechanical and electrical warranty booklet and that the vehicle has been serviced and or maintained in accordance with the warranty requirements.
4. Edaran Tan Chong Motors Sdn Bhd workshops or its authorised service centre and or repairer should ascertain whether in his opinion there is a warranty claim and prepare an estimate for the cost of repairs. The vehicle (s) will be made available for inspection when required.
5. No repairs may be undertaken or commenced under the terms of this policy without the prior approval from **Us** except if repair estimate is RM 5,000 and below. All claims must be supported with relevant documentation. **We** reserves the right to examine the parts covered by this Extended Warranty Programme and subject it to independent assessment.
6. Diagnostic Cost  
In the event repairs cannot be authorized until the vehicle has been dismantled, **You** will need to authorize the repairer to dismantle the vehicle for proper diagnosis prior to commencement of any repairs. Repairs will be authorized by **Us** if the mechanical failure is covered by this policy. The cost of dismantling of the insured product will be paid in the event of a valid claim subject to policy limits of liability. However, if upon dismantling it is found that the damage is not within the scope of cover of this extended warranty programme, then the cost of dismantling and all other costs shall be borne by **You**.  
We reserves the right not to carry out the repairs under the terms of this policy if any of the conditions specified has not been complied with or if the claims do not fall within the scope of cover of this extended warranty programme.

### **FRAUDULENT CLAIM**

If the proposal or declaration by **You** is untrue in any material aspect and if any claim made by **You** is fraudulent or intentionally exaggerated or if any false declarations or statements be made in support thereof, then the claim shall be void and the company shall not be liable to make payment hereunder.

### **ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties and in case of disagreement between arbitrators, the difference shall be referred to the decision of an umpire who

shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right to action against **Us** as regards to any dispute regarding the amount of **Our** liability under this Policy.

#### **CONTRIBUTION**

If at any time any claim arises under this Policy, there are any other subsisting insurance or insurances, whether effected by **You** or by any other person or persons, covering the same warranty, **We** shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### **SALVAGE TREATMENT AND DISPOSAL**

Upon replacement of the damaged Insured products by a new item, any salvage shall become the property of **Ours** to dispose of as it deems fit and for its benefit. However, it is agreed that if **We** did not take possession of the salvage within fourteen (14) days of the receipt of the monthly claims report notifying **Us** of the loss, it would deem **We** have waived **Our** rights to the Salvage and **You** may then dispose of it accordingly.

## **DEFINITIONS**

Whenever used in the policy the following words and expressions have the following meaning.

- **Authorized service facility**  
A registered mechanical repair business employing at least one (1) fully qualified automotive mechanic.
- **Breakdown**  
The mechanical and / or electrical failure of a physical component that causes it not to function in its intended manner.
- **Claims limit**  
The amount stated in the Schedule and shall be **Our** maximum liability during the period of insurance.
- **Eligible Nissan Models**  
Nissan models eligible for participation in this program; Almera, Grand Livina, X-Gear, Serena Hybrid, Teana and X-Trail.
- **Manufacturer's Warranty**  
The original warranty which is provided by the manufacturer of **Your** vehicle.
- **Mechanical failure**  
The sudden and unforeseen failure of a covered component(s), excluding failure from normal wear and tear.
- **Normal wear and tear**  
The gradual reduction in the operating performance of a specified component(s), having regard to the age of the vehicle and the distance travelled.
- **Period of insurance**  
The period of coverage as shown in the Policy Schedule.
- **Policy schedule**  
The most recent schedule we give **You** describing the details / terms & conditions that are specific to Your policy.
- **Premium**  
The amount paid for this insurance as stated in the policy schedule.
- **Regular Preventive Maintenance Schedule (PMS)**  
The maintenance schedule which **Your** vehicle shall be serviced according to manufacturer's servicing requirement.
- **Scheduled maintenance service records**  
The service records included in this policy, which must be completed in accordance with the "Policy Coverage & General Conditions" under the Policy Wording.
- **Vehicle**  
The Vehicle described in the Policy Schedule.
- **We, Our and Us**  
RHB Insurance Berhad
- **You and Your**  
The insured person(s) named in the Policy Schedule.

## NOTICE TO POLICYHOLDER

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Please examine the insurance Policy to ensure that it meets **Your** requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If **You** have any complaints or grievances pertaining to **Your** policy, please contact **Your** agent, if any or get in touch with **Our** issuing office. **We** assure **You** that **Your** complaints will be attended to promptly.

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

As a responsible insurer, **We** wish to bring **Your** attention that **You** could also address **Your** dissatisfaction to Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia Customer Service Bureau (CSB) as listed below.

## HOW TO LODGE A COMPLAINT

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If **You** are unhappy with any aspect of **Our** service, **We** would like to hear from **You**. **You** can make **Your** complaint in whatever form is most convenient to **You** either via a phone call to **Our** receptionist or alternatively, by writing, faxing or e-mailing **Your** complaint to:

### Complaints Handling Unit

RHB Insurance Berhad  
Level 12B, West Wing, The Icon  
No 1, Jalan 1/68F, Jalan Tun Razak,  
55000 Kuala Lumpur  
Tel: 1300-220-007  
Fax: 03-2163 7277  
E-mail : complaints\_unit@rhbinsurance.com.my

**We** will seek to respond to **Your** complaint within fourteen (14) days. If **We** cannot resolve the matter within the aforesaid time frame when a matter is complex, **You** will be informed of the progress made with **Your** complaint.

It will help **Us** to respond promptly if **You** give the following details:

1. **Your** name, address and contact no.
2. Cover note no. / Policy no. / Claim no.

If after taking these steps, **You** are still dissatisfied, **You** may write to:

**The Complaints Management Unit**

Ombudsman for Financial Services (OFS)

Level 14, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel: 03-2272 2811

Fax: 03-2272 1577

E-mail : enquiry@ofs.org.my

Website : www.ofs.org.my

If the Mediator makes an award against **Us**, **You** are required to inform the Mediator of **Your** decision to accept or deny the award within fourteen (14) days.

If **You** do not accept the award, **You** may reject the decision of the Mediator. **You** are free to institute a court proceeding against **Us** or refer it to Arbitration.

Alternatively **You** may put forward **Your** dissatisfaction over the conduct of **Us** by writing to Bank Negara Malaysia giving details of **Your** complaint and particulars of **Your** policy to:

**BNMTELELINK**

Corporate Communications Department

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel: 1300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail : bnmtelelink@bnm.gov.my

Website : www.insuranceinfo.com.my

<b>HEAD OFFICE / IBU PEJABAT</b>	<b>CUSTOMER RELATIONSHIP CENTRE / KAUNTER KHIDMAT PELANGGAN</b>	<b>CALL CENTRE / PUSAT PANGGILAN</b>
Level 12, West Wing, The Icon, No.1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur Tel : 03 - 2180 3000 Fax : 03 - 9281 2729 Website : www.rhbgroup.com/insurance	Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel : 1300-220-007 Fax : 03 – 2163 7277 Email : rhbi.general@rhbgroup.com	Claims Inquiries : 03 - 2180 3030

## APPENDIX 2 – EW 5+1 & EW 5+2

### **TC WARRANTY PLUS INSURANCE POLICY**

Insurance does not cover **You** against everything that can happen.

**You** are requested to carefully read the Policy and its conditions.

#### **For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your trade, business or profession)**

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **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 accordance with 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 Non - Consumer Insurance Contracts (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 **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.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are covered and not covered.

Some words and expressions have been printed out in bold because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Definitions.

#### **About this Product Disclosure Statement and Policy Wording**

This Product Disclosure Statement (PDS) has been designed to assist **You** make an informed decision about this product. Please read this document carefully to ensure it provides the insurance cover suitable for **You**. The information in this PDS was current at the date of preparation and **We** may update some of the information in the PDS from time to time without needing to notify **You**.



Any other documents may form part of this PDS and will be provided to **You** along with the Policy Schedule.

## **DUTY OF DISCLOSURE**

### 1. Communication

All communication to **Us** must be in writing. **Endorsement** to this **Policy** contract must be issued and signed by **Us**.

### 2. Duty of Disclosure before this Insurance is granted

#### **Consumer Insurance Contracts**

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** claim(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** are also required to disclose any other matter that **You** know 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.

#### **Non-Consumer Insurance Contracts**

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** have a duty to disclose any matter that **You** know 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.

If **You** do not fully and faithfully provide this information, the insurance may not be valid or the **Policy** may not cover **You** fully.

### 3. Duty of Disclosure during this Insurance

During this Insurance **You** are required to immediately inform **Us** of any changes in **Your** name, residence, business or occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may:

- iv) require **You** to pay an additional **Premium** for the increase risk or
- v) make changes to the terms and conditions of this **Policy** or

vi) leave the **Policy** terms, conditions and **Premium** unaltered

**You** will only be covered for any increased risk if agreed in writing by **Us**.

Under Schedule 9 of the Financial Services Act 2013, **You** are required to tell us everything **You** know or could reasonably be expected to know that may influence our decision to insure **You** and the terms and conditions on which we will insure **You**.

If **You** do not tell us those things that may be relevant we may:

- Reduce the amount **We** pay for a claim.
- Decline a claim.
- Cancel the policy.
- In some cases treat **Your** policy as never having begun.

#### **FREE LOOK PERIOD**

If **You** request cancellation of this policy within 14 days of the policy Commencement Date and provided if **You** have not made a claim, we will refund **Your** premium in full.

#### **CANCELLATION**

This policy may be cancelled by or on behalf of **Us** by giving **You** at least 15 days written notice to **Your** last registered address and in such event, **We** shall refund **You** a pro-rata premium for the unexpired period of insurance. For avoidance of doubt, **We** shall remain liable for any claims that was made prior to the date upon which the insurance is cancelled.

**You** may also cancel this insurance at any time by giving at least 15 days written notice to **Us**. **We** will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a 25% minimum retention amount.

No refund of premium shall be due on cancellation if a claim has been made under this policy.

#### **TRANSFER OF OWNERSHIP**

If the vehicle is sold during the period of insurance, this policy shall be transferred to the subsequent owner at **Your** request for the remaining period and subject to the terms, conditions and exclusions as specified in this policy. The transfer of ownership will only be valid if:

- d. **You** have paid the premium in full (if monthly instalment was selected, all remaining instalments of premium are required to be paid prior to the transfer of policy); and
- e. **You** complete the transfer form contained in this policy document; and
- f. **You** return the transfer form to **Us** accompanied by:
  - iii. A copy of the Scheduled maintenance service records;
  - iv. The policy transfer fee of RM 50.00 (excluding 6% SST) for administration processing fees to pass endorsement

However, in the event that there is a delay in the submission of transfer of ownership form to **Us** due to unforeseen circumstances for passing endorsement on the new owner, it will not jeopardise the warranty claim provided all other claims procedures conditions are complied with.

### **OUR AGREEMENT WITH YOU**

Provided **You** have paid the premium. **We** agree to insure **You** for the type of cover stated in the Policy Schedule, subject to the terms and conditions of this policy. **We** will only give **You** this cover for the period stated on the Policy Schedule.

### **YOUR CONTRACT**

**Your** insurance policy is a contract between **You** and **Us** and consists of three parts.

1. The Proposal or Application Form
2. Policy wording
3. Policy Schedule

Together these documents set out the terms and conditions of **Your** policy:

It is **Your** responsibility to make sure that all details contained on the Policy Schedule are correct. **You** may request a copy of that information or its correction at any time by writing to **Us**.

### **ELIGIBILITY**

To be eligible for this Extended Warranty Insurance, **You** must have a vehicle that meets **Our** stated underwriting criteria:

5. Nissan vehicle purchased from Edaran Tan Chong Motors Sdn Bhd or its authorized dealers; with 60 months / unlimited mileage manufacturer's warranty and;
6. Nissan vehicle aged less than 33 months and 80,000km mileage travelled since new and;
7. Regular Preventive Maintenance Schedule (PMS) is performed as per required intervals by any of Tan Chong Ekspres Auto Service Sdn Bhd (TCEAS) Service Centres or Nissan's Authorised Service Dealers and;
8. Only the following Nissan models would be eligible for coverage:
  - a. Nissan Almera
  - b. Nissan Serena Hybrid
  - c. Nissan X-Trail
  - d. Nissan X-Trail Hybrid

### **PAYMENT BEFORE COVER OF WARRANTY**

Premium due must be paid and received by **Us** within 60 days from the inception date of the policy / endorsement. Failure to adhere to this may result in the policy been automatically cancelled and **We** will be entitled to the pro rata premium of the covered period.

### **SUBROGATION**

**We** may at any time take any step in **Your** name against any person or entity to recover any money **We** pay in settlement of **Your** claim. **You** shall provide **Us** with all reasonable assistance and shall do everything necessary to cooperate fully with **Us** in this respect and must not do anything to prejudice **Our** rights.

### **GOVERNING LAW**

This policy shall be governed by the laws of Malaysia and covers insured events arising during the period of insurance within Malaysia.

### **TERRITORIAL LIMIT**

The territorial limit of the vehicles covered shall be within Malaysia.

## POLICY COVERAGE & GENERAL CONDITIONS

This insurance will cover the cost of repair / replacement of parts (including labour) of **Your** vehicle caused by a breakdown or failure of a mechanical or electrical part, provided that **Our** liability in any one period of insurance shall not in aggregate exceed the Sum Insured as stated in the policy schedule.

### **EW 5+1 PLAN:**

4. Coverage Period is up to 6 years from date of delivery of vehicle; or 175,000km travelled since new; whichever comes first. Coverage commence upon the expiry of the Standard Manufacturer Warranty on 3 basic components, subject to terms and conditions of TC Warranty Plus Extended Warranty Programme.
5. The 3 basic components covered are:
  - a. Engine – Turbo charger unit, cylinder block, pistons, connecting rods, connecting rod bearings, crankshaft, crankshaft main bearing, gudgeon / piston pins and bearings, thrust bearing, cylinder head, camshaft, camshaft bearings, timing gears, hydraulic rocker, rocker arm, rocker shafts, cylinder head valves, collars, valve lifters, valve springs, valve spring retainers, valve seats, valve guides, oil pump (include oil pump housing), intake and exhaust manifolds, intercooler, flywheel ring gears, flywheel (non-clutch related failure) and oil pan (exclude sealant leak).
  - b. Manual / Automatic Transmission / CVT / Drive Train / Final Drive – Internal gears & shafts, selector fork, reverses light switch, gear shift lever, transmission housing, internal shift rods, main shaft, all gear sets, all external cables, torque converter, drive plate, flexplate, parking pawl assembly, gear linkages, valve body, ATF pump, ATF cooler, transmission housing and complete CVT assembly, final gears, differential gears, propeller shaft (not joints or boots), propeller shaft flanges, differential case, differential locks, universal joints and transfer assembly.
  - c. Steering System – Steering rack, steering column and upper and lower steering shafts.
6. EW 5+1 is only applicable for Eligible Nissan Models purchased from Edaran Tan Chong Motors Sdn Bhd or its authorized dealers; and is below 33 months old from the date of vehicle registration, up to 80,000km mileage travelled since new;
7. Regular Preventive Maintenance Schedule (PMS) is performed as per required intervals by any of Tan Chong Ekspres Auto Service Sdn Bhd (TCEAS) Service Centres or Nissan's Authorised Service Dealers:
  - a. PMS service interval : Every 6 months or 7,000km\*/10,000km travelled (whichever comes first);
  - b. Allowance of 1 month or 1,000km travelled will be given (whichever comes first);
  - c. Maximum tolerance :
    - i. (6 months + 1 month) = 7 months (maximum service interval allowable)
    - ii. (7,000km\*/10,000km + 1,000km) = 8,000km\*/11,000 (maximum service interval allowable)
  - d. Failure to keep **Your** vehicle serviced in accordance with the PMS's recommendations, subject to the maximum tolerance allowable specified in (c) above will void the warranty

\* applicable to New Almera Turbo 1.0 only

#### **EW 5+2 PLAN :**

1. Coverage Period is up to 7 years from date of delivery of vehicle; or 200,000km travelled since new; whichever comes first. Coverage commence upon the expiry of the Standard Manufacturer Warranty on 3 basic components, subject to terms and conditions of TC Warranty Plus Extended Warranty Programme.
2. The 3 basic components covered are:
  - a. Engine – Turbo charger unit, cylinder block, pistons, connecting rods, connecting rod bearings, crankshaft, crankshaft main bearing, gudgeon / piston pins and bearings, thrust bearing, cylinder head, camshaft, camshaft bearings, timing gears, hydraulic rocker, rocker arm, rocker shafts, cylinder head valves, collars, valve lifters, valve springs, valve spring retainers, valve seats, valve guides, oil pump (include oil pump housing), intake and exhaust manifolds, intercooler, flywheel ring gears, flywheel (non-clutch related failure) and oil pan (exclude sealant leak).
  - b. Manual / Automatic Transmission / CVT / Drive Train / Final Drive – Internal gears & shafts, selector fork, reverses light switch, gear shift lever, transmission housing, internal shift rods, main shaft, all gear sets, all external cables, torque converter, drive plate, flexplate, parking pawl assembly, gear linkages, valve body, ATF pump, ATF cooler, transmission housing and complete CVT assembly, final gears, differential gears, propeller shaft (not joints or boots), propeller shaft flanges, differential case, differential locks, universal joints and transfer assembly.
  - c. Steering System – Steering rack, steering column and upper and lower steering shafts.
3. EW 5+2 is only applicable for Eligible Nissan Models purchased from Edaran Tan Chong Motors Sdn Bhd or its authorized dealers; and is below 33 months old from the date of vehicle registration, up to 80,000km mileage travelled since new;
4. Regular Preventive Maintenance Schedule (PMS) is performed as per required intervals by any of Tan Chong Ekspres Auto Service Sdn Bhd (TCEAS) Service Centres or Nissan's Authorised Service Dealers:
  - a. PMS service interval : Every 6 months or 7,000km\*/10,000km travelled (whichever comes first);
  - b. Allowance of 1 month or 1,000km travelled will be given (whichever comes first);
  - c. Maximum tolerance :
    - i. (6 months + 1 month) = 7 months (maximum service interval allowable)
    - ii. (7,000km\*/10,000km + 1,000km) = 8,000km\*/11,000 (maximum service interval allowable)
  - d. Failure to keep **Your** vehicle serviced in accordance with the PMS's recommendations, subject to the maximum tolerance allowable specified in (c) above will void the warranty.  
\* applicable to New Almera Turbo 1.0 only

However, not everything is covered by this Insurance and it is important that **You** carefully read **Your** policy to understand the extent of cover and its exclusions.

This insurance will commence the later of:

- The date of the expiry of the Manufacturer's Warranty; OR
- The date when You purchased this cover

For the policy to remain valid, **You** are required to properly, regularly and punctually service **Your** vehicle in accordance with the PMS's recommendations and keep a record of the services undertaken on **Your** vehicle.

All vehicle servicing should be carried out by the recommended panel of dealer or an authorized service facility. Once a service has been completed, **You** must make sure the authorized service facility completes and stamps the "Scheduled maintenance service records" contained in this booklet at the time of the service.

If **You** do not fully comply with these servicing requirements or if **Your** Manufacturer's Warranty is voided or cancelled, **We** may refuse a claim and this policy may cease to operate.

#### **CLAIMS LIMIT**

MYR 30,000 in aggregate (inclusive of SST).

#### **BASIS OF CLAIM SETTLEMENT**

In the event of a loss, the basis of loss settlement shall be as follows:

4. Where the defective or faulty component(s) of the vehicle can be reasonably repaired or reinstated at a cost less than the replacement cost, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the vehicle to its state immediately prior to the happening of the loss. No depreciation shall be deducted; and
5. **Our** liability in respect of the insured vehicle in any one period of insurance shall not in aggregate exceed the claims limit set out in this policy; and
6. **We** shall be entitled to retain any defective component(s) replaced under this policy.

#### **RIGHT TO INSPECT**

**We** (through any of **Our** representatives and appointees, including a loss assessor or a surveyor appointed in that behalf) shall have the right, upon reasonable prior notice, from time to time during the period of insurance to inspect and examine into the circumstances or loss that have given rise to a claim under the policy. **You** shall, on being required to do so by **Us**, produce all books of accounts, receipts, documents relating to the circumstance or loss in **Your** possession as may be required by **Us** so far as they relate to such claims or will in any way assist **Us** to ascertain in the correctness thereof or the liability of **Us** under the policy.

#### **MONTHLY DECLARATION CONDITION**

The cover provided under this Policy by **Us** to **You** is subject to **You** meeting the requirement to make prompt submission to **Us** within 7 days after the close of each month providing monthly declaration of the Warranty sold with the necessary information as per the prescribed declaration form provided by **Us** to **You**. Any sold Warranty cases which is not declared or being declared later than the following month shall not be covered under this Insurance.

#### **RATE REVIEW CLAUSE**

The Premium rates as agreed in the Policy Schedule is subject to review every 3 months on targeted sales and loss ratio. We reserve the right to review the rates if the earned loss ratio exceeded 65%; calculated as the total incurred claims (paid and outstanding claims) divided by the earned premiums.

In the event of failure in the agreement on the adjusted rate review by either party, this policy may be cancelled and cover terminated after 60 days from the date of review notice issued by **Us**.

### **WHAT WE WILL NOT PAY**

**We will not pay for:-**

1. Any consequential loss, damage or liability incurred as a result of a mechanical failure (including personal liability).
2. Any claim falling beyond the expiry date as shown in the schedule or the completion of the kilometres as specified in the schedule; whichever is earlier.
3. Any claims resulting of continued operation of a vehicle once a defect or fault has occurred.
4. Any mechanical failure or costs covered by other warranty, entitlement or recall campaign including any manufacturer's warranty, dealer and / or repairer's guarantee.
5. Any damage that result from hard driving, race and / or rally.
6. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that could not lead to dismal product function or performance of the vehicle.
7. Any claims resulting from the damage from storage or transportation.
8. Any claims that are covered under the manufacturer's warranty period.
9. Any mechanical failure caused by misuse, neglect, abuse, negligence and / or of normal maintenance, improper servicing and / or any failure caused by the incorrect grade, the contamination of and / or the failure to maintain proper levels of any fluids or lubricants.
10. Any claim attributable to the failure to follow the vehicle manufacturer's operating guidelines or mechanical failure attributable to exceeding the manufacturer's operating limitations such as but not limited to; maximum load passenger capacity, engine speed and others.
11. Any claims where we have not been contacted prior to the commencement of repairs or where we have not authorized the repairs.
12. Any claims where the repair has been performed at non authorized service facility.
13. Any claims caused to your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
14. Any loss arising out of accident caused by external impact, road traffic accident, acts of terrorism, illegal and malicious activities, vandalism, strike, riot, civil, commotion, storm, thunder, earthquake or flood, fire or explosions, war and allied perils.
15. Any claim arising from the mechanical failure of a covered component which has, prior to the mechanical failure, been repaired by other than the authorized service facility.
16. Any direct or indirect loss or damage which arises as a result of a fault in repairer workmanship or the poor quality of a replaced part during the term of this Extended Warranty. Such costs should be the liability of the repairer.
17. Any mechanical failure attributed to a modification made to your vehicle, unless such modification has been endorsed by the manufacturer. Modified components must be disclosed on your application and are expressly excluded from coverage.
18. Any parts which are non-manufacturer's original parts. All parts must be factory-fitted.
19. Any claims resulting from detonation and / or failure caused by poor quality fuel or the incorrect grade / type of fuel.
20. Any mechanical failure caused by a fault that existed prior to the commencement of cover.
21. Any exploratory dismantling charges and/or diagnostic cost, unless accepted as part of an authorized claim. It is your responsibility to authorise dismantling, and to pay the charges if such

dismantling proves that the failure is not within this Extended Warranty's coverage, subject to the terms, conditions and exclusions as detailed in this booklet.

22. Routine maintenance service jobs, including but not limited to:
  - a. Scheduled maintenance serviced as described in your owner's manual;
  - b. Wheel alignment, wheel balance, tyre rotation;
  - c. Brake and clutch inspection and adjustment;
  - d. Alignment, rectification, adjustment of all mechanical components unless related to a covered component failure;
  - e. Drive belt inspection or any belts;
  - f. Fuel and/or cooling system or any material contamination and cleaning or flushing of the same;
  - g. Carbon deposit and/or sludge formation and removal/cleaning of the same;
  - h. Engine tuning or phasing adjustments unless replacement occurs in connection with repairs to a covered part;
  - i. Other similar maintenance service normally necessitated by vehicle use;
  - j. Charging, recharging or rebuilding the air-conditioner;
  - k. Reset of service indicators, software update and programming;
  - l. Maintenance and cleaning of air-conditioner components. Changing of air-conditioner gas is not covered unless essential to rectify a covered component failure.
23. Theft of vehicle / component(s) and / or parts or accessories.
24. Any scratch and / or dents, trims and upholstery requiring replacements / repairs due to wear and tear, depreciation, moth vermin, effect of light, sun or any atmospheric conditions, bird droppings.
25. Any parts subjected to normal wear and tear, natural ageing, corrosion, rust, including but not limited to components such as exhaust systems including manifolds (catalytic converter is covered), clutch and brake pads, brake discs, brake drums, tyres, wheel rims, shock absorbers, illuminants, spark plugs, batteries, hybrid batteries, traction batteries, accumulators, capacitors, relays, windscreen wiper blades, upholstery and all drive belts (except timing belt).
26. Any claims caused through cyber risks, loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever, including but not limited to; computer virus.
27. All parts of the sound system as well as entertainment electronics, including but not limited to; radio / cartridge, CD and / or MP3 player, antennas, navigation system, telephone and hands-free mechanism, audio and video systems and all other electric comfort systems.
28. Any claims if the vehicle is being used for hire, driver instruction or conveyance of passengers for fare or reward. This includes car rental and e-hailing vehicles.
29. Any claims if the vehicle is being used as a police car, ambulance or other emergency vehicle.
30. Any claims if the vehicle is being commercially used such as but not limited to, wholesale or retail delivery, taxi and chauffeur driven.
31. Any claims if the odometer reading cannot be determined as accurate by virtue of it having been inoperative, tampered with or removed from the vehicle.
32. Any claims if the vehicle is un-roadworthy or unregistered.
33. Any claims if the vehicle has had the manufacturer's warranty cancelled or voided.
34. Any claims resulting from ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.



35. Any claims resulting directly or indirectly from a collision, overturn, the collapse of external objects, the fall of moving objects in the air incurred while the vehicle is moving or parking, pressure caused by aircraft or other aerial devices travelling at subsonic or supersonic speeds.
36. Any claims if the vehicle has been declared a total loss, salvaged or junk vehicle.
37. Any claims when the vehicles is under temporary possession or use or management by a repairer, or anyone who supplies parking services, car sales, car transportation and the like as a business.
38. Any expenses generated by achieving mobility (e.g. towing, rail travel, rental vehicle, accommodation and telephone costs) as well as financial disadvantages caused by loss of time or concerning accidental personal or material damages.
39. EPIDEMIC FAILURE CLAUSE

If the number of claims (in Ringgit Malaysia monetary value) resulting from defects in material, workmanship, manufacturing process and / or design deficiencies, including but not limited to the use of components with inherent or latent defects, or consistent maladjustment's during the manufacturing of the particular component, expressed as a percentage of total claimed value (in Ringgit Malaysia monetary value) of a particular Nissan model declared during the period of insurance and on which such component is fitted, amounts to more than 10% over a period of 12 months risk period, this shall be considered as an Epidemic Failure.

- a. If an Epidemic Failure occurs, **We** will not be liable for any claims or any associated costs relating to that Epidemic Failure. All future claims relating to the Epidemic Failure will be paid by the policyholder / manufacturer until the cause is permanently rectified. We will only cover all amounts paid in respect of claims below the Epidemic Failure percentage as set forth herein prior to the Epidemic Failure being established.

### **CLAIM PROCEDURES**

1. In the event of a claim covered by the warranty, the vehicle must be presented to **Your** Edaran Tan Chong Motors Sdn Bhd workshops and or any authorised panel service centre of Edaran Tan Chong Motors Sdn Bhd repairer only for repair. If for whatever reason this is not possible, then **We** should be contacted for an alternative.
2. Any claim should be reported as soon as reasonably possible (but in any event not later than 14 days after its occurrence) by the authorised repairer and or authorised service centre.
3. It shall be the responsibility of the Edaran Tan Chong Motors Sdn Bhd workshops or its authorised service centre and or repairer to check that the vehicle owner holds a valid mechanical and electrical warranty booklet and that the vehicle has been serviced and or maintained in accordance with the warranty requirements.
4. Edaran Tan Chong Motors Sdn Bhd workshops or its authorised service centre and or repairer should ascertain whether in his opinion there is a warranty claim and prepare an estimate for the cost of repairs. The vehicle (s) will be made available for inspection when required.
5. No repairs may be undertaken or commenced under the terms of this policy without the prior approval from **Us** except if repair estimate is RM 5,000 and below. All claims must be supported with relevant documentation. **We** reserves the right to examine the parts covered by this Extended Warranty Programme and subject it to independent assessment.
6. Diagnostic Cost

In the event repairs cannot be authorized until the vehicle has been dismantled, **You** will need to authorize the repairer to dismantle the vehicle for proper diagnosis prior to commencement of any repairs. Repairs will be authorized by **Us** if the mechanical failure is covered by this policy. The cost of dismantling of the insured product will be paid in the event of a valid claim subject to policy limits of liability. However, if upon dismantling it is found that the damage is not within the scope of cover of this extended warranty programme, then the cost of dismantling and all other costs shall be borne by **You**.

**We** reserves the right not to carry out the repairs under the terms of this policy if any of the conditions specified has not been complied with or if the claims do not fall within the scope of cover of this extended warranty programme.

#### **FRAUDULENT CLAIM**

If the proposal or declaration by **You** is untrue in any material aspect and if any claim made by **You** is fraudulent or intentionally exaggerated or if any false declarations or statements be made in support thereof, then the claim shall be void and the company shall not be liable to make payment hereunder.

#### **ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties and in case of disagreement between arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right to action against **Us** as regards to any dispute regarding the amount of **Our** liability under this Policy.

#### **CONTRIBUTION**

If at any time any claim arises under this Policy, there are any other subsisting insurance or insurances, whether effected by **You** or by any other person or persons, covering the same warranty, **We** shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### **SALVAGE TREATMENT AND DISPOSAL**

Upon replacement of the damaged Insured products by a new item, any salvage shall become the property of **Ours** to dispose of as it deems fit and for its benefit. However, it is agreed that if **We** did not take possession of the salvage within fourteen (14) days of the receipt of the monthly claims report notifying **Us** of the loss, it would deem **We** have waived **Our** rights to the Salvage and **You** may then dispose of it accordingly.

## **DEFINITIONS**

Whenever used in the policy the following words and expressions have the following meaning.

- **Authorized service facility**  
A registered mechanical repair business employing at least one (1) fully qualified automotive mechanic.
- **Breakdown**  
The mechanical and / or electrical failure of a physical component that causes it not to function in its intended manner.
- **Claims limit**  
The amount stated in the Schedule and shall be **Our** maximum liability during the period of insurance.
- **Eligible Nissan Models**  
Nissan models eligible for participation in this program; Almera, Serena Hybrid, and X-Trail.
- **Manufacturer's Warranty**  
The original warranty which is provided by the manufacturer of **Your** vehicle.
- **Mechanical failure**  
The sudden and unforeseen failure of a covered component(s), excluding failure from normal wear and tear.
- **Normal wear and tear**  
The gradual reduction in the operating performance of a specified component(s), having regard to the age of the vehicle and the distance travelled.
- **Period of insurance**  
The period of coverage as shown in the Policy Schedule.
- **Policy schedule**  
The most recent schedule we give **You** describing the details / terms & conditions that are specific to Your policy.
- **Premium**  
The amount paid for this insurance as stated in the policy schedule.
- **Regular Preventive Maintenance Schedule (PMS)**  
The maintenance schedule which **Your** vehicle shall be serviced according to manufacturer's servicing requirement.
- **Scheduled maintenance service records**  
The service records included in this policy, which must be completed in accordance with the "Policy Coverage & General Conditions" under the Policy Wording.
- **Vehicle**  
The Vehicle described in the Policy Schedule.
- **We, Our and Us**  
RHB Insurance Berhad
- **You and Your**  
The insured person(s) named in the Policy Schedule.

## NOTICE TO POLICYHOLDER

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Please examine the insurance Policy to ensure that it meets **Your** requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If **You** have any complaints or grievances pertaining to **Your** policy, please contact **Your** agent, if any or get in touch with **Our** issuing office. **We** assure **You** that **Your** complaints will be attended to promptly.

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

As a responsible insurer, **We** wish to bring **Your** attention that **You** could also address **Your** dissatisfaction to Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia Customer Service Bureau (CSB) as listed below.

## HOW TO LODGE A COMPLAINT

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If **You** are unhappy with any aspect of **Our** service, **We** would like to hear from **You**. **You** can make **Your** complaint in whatever form is most convenient to **You** either via a phone call to **Our** receptionist or alternatively, by writing, faxing or e-mailing **Your** complaint to:

### Complaints Handling Unit

RHB Insurance Berhad  
Level 12B, West Wing, The Icon  
No 1, Jalan 1/68F, Jalan Tun Razak,  
55000 Kuala Lumpur  
Tel: 1300-220-007  
Fax: 03-2163 7277  
E-mail : complaints\_unit@rhbinsurance.com.my

**We** will seek to respond to **Your** complaint within fourteen (14) days. If **We** cannot resolve the matter within the aforesaid time frame when a matter is complex, **You** will be informed of the progress made with **Your** complaint.

It will help **Us** to respond promptly if **You** give the following details:

1. **Your** name, address and contact no.
2. Cover note no. / Policy no. / Claim no.

If after taking these steps, **You** are still dissatisfied, **You** may write to:

**The Complaints Management Unit**

Ombudsman for Financial Services (OFS)

Level 14, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel: 03-2272 2811

Fax: 03-2272 1577

E-mail : enquiry@ofs.org.my

Website : www.ofs.org.my

If the Mediator makes an award against **Us**, **You** are required to inform the Mediator of **Your** decision to accept or deny the award within fourteen (14) days.

If **You** do not accept the award, **You** may reject the decision of the Mediator. **You** are free to institute a court proceeding against **Us** or refer it to Arbitration.

Alternatively **You** may put forward **Your** dissatisfaction over the conduct of **Us** by writing to Bank Negara Malaysia giving details of **Your** complaint and particulars of **Your** policy to:

**BNMTELELINK**

Corporate Communications Department

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel: 1300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail : bnmtelelink@bnm.gov.my

Website : www.insuranceinfo.com.my

<b>HEAD OFFICE / IBU PEJABAT</b>	<b>CUSTOMER RELATIONSHIP CENTRE / KAUNTER KHIDMAT PELANGGAN</b>	<b>CALL CENTRE / PUSAT PANGGILAN</b>
Level 12, West Wing, The Icon, No.1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur Tel : 03 - 2180 3000 Fax : 03 - 9281 2729 Website : www.rhbgroup.com/insurance	Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel : 1300-220-007 Fax : 03 – 2163 7277 Email : rhbi.general@rhbgroup.com	Claims Inquiries : 03 - 2180 3030