

**INSAS PACIFIC RENT-A-CAR SDN BHD (89996-u)**  
**TERMS & CONDITIONS OF HIRE**

1. These Terms & Conditions shall apply to the hire of the vehicle described overleaf ("the Vehicle") by the hirer and/or driver named overleaf ("the Hirer/Driver") from the owner of the Vehicle, Insas Pacific Rent-A-Car Sdn Bhd ("the Owner").

**Commencement of Hire**

2. The Hirer/Driver acknowledges that he received the Vehicle and the hiring commenced on the date and time stated overleaf and that:-  
(a) The Vehicle was in good working order and condition;  
(b) The Vehicle had a full tank of petrol;  
(c) All fittings, accessories, tools and spare tyre are complete.

**Return of Vehicle**

- 3.1 The Hirer/Driver shall return the Vehicle in the same order and condition as at the commencement of hire and with all fittings, accessories, tools and spare tyre intact at or before the time and date specified overleaf to the Owner at the place where the Vehicle was hired or any other place specified overleaf.  
3.2 Failure to return the vehicle to the agreed location will subject to repositioning and/or collection fees chargeable to the Hirer/Driver.

**Drivers**

4. The Hirer/Driver confirms that he and the additional Driver mentioned overleaf:-  
(a) Are between 21 and 70 years of age;  
(b) Each holding a valid driving license recognized under the Malaysian law;  
(c) Each have not less than 2 years' clean driving record immediately prior to driving the Vehicle;  
(d) Do not suffer from any physical infirmity or uncorrected defective vision or hearing;  
(e) Shall at all times drive the Vehicle in a careful and skilful manner and in accordance with all legal requirements.

**Insurance Restrictions**

5. The Vehicle will be insured under a policy taken out by the Owner ("the Policy") and the terms of the insurance coverage are available for inspection by the Hirer/Driver at the Owner's office where the Vehicle is hired. It is the Hirer's/Driver's responsibility to read the terms and conditions of the insurance.  
6. The Hirer/Driver shall ensure that the Vehicle is not operated in any manner which will expose it to any risk not covered by insurance, including (BUT NOT LIMITED TO) the Restrictions on Use referred to in Condition 7.

**Restriction on Use**

7. The Hirer/Driver shall at all time use the Vehicle in a proper and skilful manner and shall comply with all relevant laws and manufacturer's recommendation, advice or manuals. The Vehicle shall not be used and the Hirer/Driver is expressly prohibited from using the Vehicle for:-  
(a) Racing, pace-making, reliability trial, speed testing or whatsoever testing on the Vehicle;  
(b) Towing any trailer or vehicle of any type;  
(c) Carrying goods or passengers for hire or reward;  
(d) Giving driving lessons;  
(e) Driving whilst under the influence of alcohol or drugs;  
(f) Any illegal or immoral purpose;  
(g) Driving on off-road, non-tarred road, not properly constructed road or through flood.  
8. The Hirer/Driver shall ensure that only premium grade petrol is used for the Vehicle.

**Restrictions on Alteration/Tampering**

9. The Hirer/Driver shall not make any alteration, addition, changes or whatsoever tampering with any parts of the Vehicle without the prior written consent of the Owner.

**Territorial Limits**

10. The Vehicle shall not be brought outside Peninsula Malaysia without prior arrangement with the Owner. The Hirer/Driver will be responsible for all consequences if this condition is not complied with.

**Hiring Charge, Insurance & Petrol Charges**

11. The Hirer/Driver shall pay:-  
(a) Hiring charge for the hire of the Vehicle at the rate specified overleaf;  
(b) The Collision Damage Waiver ("CDW"), Theft Excess Reduction ("TER") and Personal Accident Insurance ("PAI") premium, if applicable;  
(c) Late charges at 1/5 (one-fifth) the daily rate of hiring for each hour exceeding the time for return of the Vehicle (i.e., a full day hiring charge will be imposed if the Hirer/Driver is 5 or more hours late in returning the Vehicle);  
(d) For the petrol (premium grade) required to top-up the Vehicle to a full tank on its return to the Owner based on the Owner's estimate from the reading of the Vehicle's fuel gauge;  
(e) The mileage charge at the rate specified overleaf (the distance covered by the Vehicle shall be determined from the mileometer installed in the Vehicle but where the mileometer is not in working order then from the road map distance of the journey travelled plus 20%)  
(f) Missing items, accessories and any underbody/undercarriage and overhead/roof damage are not protected by our Insurance or purchase of CDW and will be the responsibility of the hirer.

**Damage & Other Charges**

12. The Hirer/Driver shall be solely responsible up to the Excess Liability for any loss or damage to the Vehicle (irrespective whether arising from the fault of the Hirer/Driver or otherwise) but shall not be responsible for any further loss or damage to the extent to which the Owner's insurers agree to compensate the Owner under the Policy.  
13. If the Hirer/Driver has purchased in advance the CDW and TER overleaf, the Hirer/Driver's responsibility for the Excess Liability of any loss or damage shall be reduced to the non waivable excess amount specified subject to availability of a valid police report.  
14. Save as aforesaid any other loss or damage including tyres damaged not attributable to fair, wear and tear, such as staking and other abnormal damage, damage, loss or destruction as a result of misuse, usage which are prohibited or unauthorized alteration/tampering of the Vehicle or any parts thereof is at the risk of the Hirer/Driver and the Hirer/Driver shall indemnify the Owner against all loss suffered by the Owner (including loss resulting from inability to use or let the Vehicle on hire) in consequence of the destruction loss or theft of or damage to the Vehicle prior to the Vehicle being returned to the Owner.  
15. The Hirer/Driver shall be responsible and liable:-  
(a) For and shall indemnify the Owner against all fines, penalties, summonses, court expenses or any other legal impositions of the Vehicle (not caused by the Owner's fault) from the commencement of hire until the return of the Vehicle to the Owner.  
(b) For any charges (including but not limited to fines and penalties) accrued during the term of the Agreement in respect of the Vehicle shall subject to a finance charge of 1.5% per month calculated from the date of such charges being incurred to the date of full settlement by the Hirer/Driver to the Owner.  
(c) The Hirer/Driver hereby irrevocably authorizes all claims by the owner from its credit/charge cards for such expenses.

**Personal Accident Insurance**

16. Where the Hirer/Driver has indicated overleaf that he intends to purchase the Personal Accident Insurance (PAI) package, a proposal for personal accident coverage of up to RM60,000.00 for the driver and up to RM40,000.00 for a maximum of 4 passengers collectively and medical expenses coverage of RM1,000.00 for the driver and RM2,000.00 for a maximum of 4 passengers collectively shall be submitted on behalf of the Hirer/Driver to the Insurers.

**Replacement of Vehicle**

17. The Owner shall provide the Hirer/Driver with a replacement vehicle of similar seating capacity and performance without any additional charge in the following circumstances:

- (a) Where the Vehicle is due for its regular inspection and servicing;  
(b) Where repair or replacement of parts is needed due to faults not caused by the Hirer/Driver or for which the Hirer/Driver is responsible;  
(c) Where the Vehicle is damaged in an accident due solely to the fault of a third party, PROVIDED ALWAYS that the Hirer/Driver has complied with all the terms and conditions of this Agreement and of the Policy. In any other case, the provision of a replacement vehicle shall be at the absolute discretion of the Owner and an additional charge may be levied by the Owner.

**Accident**

18. In the event of any accident involving the Vehicle, the Hirer/Driver shall safeguard the Owner and its insurers under the Policy by:-  
(a) Obtaining the names and addresses of parties involved and of witnesses;  
(b) Reporting any accident to the Owner immediately and to the police or other proper authority WITHIN 24 HOURS;  
(c) Supplying such information, drawings and assistance in connection with the accident as the Owner or its insurers may require;  
(d) Not giving without prior consent of the Owner any instructions for any repair to the Vehicle or for the replacement of any parts;  
(e) Not admitting fault or liability for the accident;  
(f) Complying with all the terms of the Policy;  
(g) Not abandoning the Vehicle without adequate provisions for safeguarding and securing the same.

**Termination**

19. The Owner may at any time without assigning any reason whatsoever and at its sole discretion terminate the hiring by re-taking possession of the Vehicle in which event the Owner shall refund to the Hirer/Driver the hiring charge, if any, already paid by the Hirer/Driver in respect of the unexpired period of hire subject to such deductions as may be applicable for charges due by the Hirer/Driver and the Owner shall thereafter be under no liability whatsoever to the Hirer/Driver or any other person for any loss or damage whether in respect of loss of use of the Vehicle or otherwise.  
20. The Hirer/Driver hereby irrevocably authorizes the Owner (and its representative bearing written authority from the Owner) to enter into any premises where the Vehicle may for the time being be situated to retake possession of the Vehicle. The Hirer/Driver shall not surrender the Vehicle to any person unless:-  
(a) that person produces written authority from the Owner and gives the Hirer/Driver a copy thereof and a written acknowledgment for possession of the Vehicle or  
(b) the Vehicle is surrendered at the place specified overleaf for return of the Vehicle by the Hirer/Driver.

**Hirer's/Driver's Declaration**

21. The Hirer/Driver declares that no insurance company or underwriter has at any time in relation to the Hirer/Driver:-  
(a) Declined any proposal by the Hirer/Driver for motor insurance;  
(b) Required the Hirer/Driver to carry the first portion of any loss;  
(c) Refused to renew any policy;  
(d) Required an increased premium or imposed special conditions;  
(e) Cancelled any policy  
22. The Hirer/Driver declares that all information given on the reverse side of this form is true and correct to the best of the Hirer's/Driver's knowledge and belief.

**Exclusion of Liability**

23. No liability whatsoever shall attach to the Owner (whether or not the Owner or its servants or agents have been negligent) either in contract or in tort for loss, injury or damage to person or property sustained by the Hirer/Driver or any other person as a consequence or in the course of the hiring of the vehicle under the Agreement or by reason of any defect deficiency and/or malfunction which will include but not be limited to year 2000 related defects deficiencies and/or malfunctions in the Vehicle whether such defect be latent or apparent on examination and whether or not such defect has been repaired properly or at all and the Owner shall not be liable to indemnify the Hirer/Driver in respect of any claim made against the Hirer/Driver by a third party for any such loss or damage. In taking delivery of the Vehicle, the Hirer/Driver shall be deemed to have satisfied himself that it is in all respect roadworthy and in a proper and safe condition.  
24. The Hirer/Driver hereby releases the Owner from any liability for loss or damage to any property left, stored or transported by the Hirer/Driver or any person in or upon the Vehicle before or during the term of this Agreement or after return of the Vehicle to the Owner. The Hirer/Driver further agrees to hold the Owner harmless from and to defend and indemnify the Owner against all claims and costs based upon or arising out of such loss or damage.  
25. Any extension of hiring and any variation or special arrangement in respect of the hiring of the Vehicle shall be valid only if such extension, variation or special arrangement:-  
(a) Is acknowledged in writing by the Owner;  
(b) Appears in the Owner's records of any telephone or oral arrangement between the Hirer/Driver and the Owner's representatives at the Owner's office where the Vehicle was first hired and the Hirer/Driver is advised to keep his own records of the particulars of any arrangement made with the Owner's such office.

**General**

26. This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Hirer/Driver hereby submits to the jurisdiction of the courts of Malaysia on any disputes which may arise out of or in connection with the hiring contract under these Conditions.  
27. The Hirer/Driver shall not without prior approval of the Owner in writing, assigns any right or benefit under this Agreement.  
28. Any notice, demand or other document or communication required or permitted to be given to the Hirer/Driver under the provisions of this Agreement and, without prejudice to any other effective mode of service, any legal process or document in legal process or document in legal proceedings in connection with any matter arising from this Agreement shall be deemed to have been validly given and served for all purpose of law handed personally to the Hirer/Driver or sent by prepaid registered post to or left at the address of the Hirer/Driver stated in this Agreement or at the Hirer's/Driver's last known business or private address. Any such notice, demand communication, legal process or document in legal proceedings, sent to the Hirer/Driver by post shall be conclusively deemed to have been received by him within forty-eight (48) hours after the time of posting whether or not it is actually received within such time or at all.  
29. The headings or titles in this Agreement shall not in any manner affect or restrict the interpretation of the contents the clauses of this Agreement.  
30. In this Agreement, unless the context otherwise requires:-  
(a) The expression "the Vehicle" includes all replacements and renewals thereof and all additions and accessories whether made before or after the commencement of hire;  
(b) Words in the singular number shall include the plural and vice versa;  
(c) Words in the masculine gender shall include the feminine and neuter and vice versa;  
(d) The expressions "the Owner" and "the Hirer/Driver" shall include their respective successors in the title and assigns whether immediate or derivative;  
(e) References to the persons include references to companies or corporations or vice versa.

**VEHICLES ARE ONLY ALLOWED TO BE DRIVEN IN PENINSULA MALAYSIA**