

MOOSHICAR – MY CAR REPLACEMENT FRIENDS TERMS AND CONDITION

1. This programme shall be called as “My Car Replacement Friend”. This programme is offered by Mooshicar Sdn Bhd Car Programme.
2. “The Company” refers to Mooshicar Sdn Bhd and those who join this programme will be known as “Participants”.
3. “My Car Replacement Friend” applies for the benefit participants whose registered motor car are involved in a motor vehicle accident or whose motor car has been stolen. Replacement car will not be provided in the case windscreen damage.
4. “My Car Replacement Friend” applies to private and company cars only, and does not extend to coverage of commercial vehicles.
5. “My Car Replacement Friend” is only applicable for participants in Malaysia.
6. The programme shall effectively cover participants motor car from the date and time of commencement of coverage for registered motor car for a period of one year. There is not limit to the number of times that are participant may claim for a replacement car during any period of coverage provided that the claim for replacement arises from theft or accident involving participants motor car.
7. Replacement Cars will be of **Malaysian make and models**. Windscreen coverage is not provided under the programme.
8. The car replacements periods are inclusive of the collection and drop off days. By way illustration, should participants in the 5,10 & 20 days programme and should his motor car involved in an accident or be stolen, and should the replacement car be delivered to him on Monday, at 3:00pm. He will be expected to return the replacement car to the place that he received it or in accordance with item 10 below not later than 3:00 pm on the Friday. Later that week, The company may impose on the participant a charge for any delay in returning replacement car which extends beyond twelve (12) hours at its prevailing rates.
9. Irrespective of the distance the accident or theft occurs, Participants can have the use of a replacement car within 24 hours from the time of submission of a copy of the police report to the Company (except for Sunday or Public Holiday where it shall be the next working day).

10. **Replacement cars may be delivered / collected from the House.** The operating hours for collection and return of replacement car shall be as follows:
Monday to Friday : 8:30am-4:30pm
Saturday : 8:30am-12:00pm
Sunday/Public Holiday: Closed
11. All replacement cars shall be less than seven (7) years old and will be in good and roadworthy condition.
12. “My Car Replacement Friend” is operative regardless of whether it is the participant who was driving registered motor car with the company or was in control of the said car at the time of the occurrence of the accident or theft or some other person, whether with or without the knowledge and consent of the participant in question.
13. Participants are required to inform the Company immediately on the accident and collect replacement cars within one week from the date of the occurrence of the accident or the theft of the registered car in question. Participant is required to collect the replacement cars within (3) weeks from the date of occurrence of the accident or the theft of his motor car.
14. The company reserves the right to decline coverage in respect of cases where it is clear by virtue of police investigation, obvious visible signs and conduct or by other means that the driver of the participant was, at the material time, driver under the influence of intoxicants, liquor or drug or was engaged in any illegal or unlawful activities.
15. While the replacement car is in the participant's possession, participant's responsibility shall include:
 - Looking after replacement car and the keys to the replacement car
 - Always locking the replacement car when not in use
 - Protecting the replacement car against damage including damage caused by bad weather
16. The participant acknowledges that the operation or use of the replacement car is subject to this Mooshicar – My Car Replacement Friend Terms and Conditions as imposed by Mooshicar and to be agreed upon by the participant. The participant shall indemnify, defend and hold harmless “My Car Replacement Friend” as a result of the participant's operation or use of the replacement car. This includes any parking tickets, road traffic violations and other summons received while in possession of the replacement car.

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