



## EXCLUSIONS

All Parts and Components specifically referred to in this Warranty Booklet and NOT specifically included in this Warranty Booklet shall be deemed excluded from the Warranty.

The Warranty excludes all damages, malfunction, expenses and/or losses directly or indirectly caused by, arising from and/or in connection with, without limitation to the following :-

- 1) Body Panels, Paint and Interior Trim;
- 2) Doors and Boot Locks;
- 3) Keys and Remote Control;
- 4) Seat Belts;
- 5) Fuel Tanks;
- 6) Glass of Any Description;
- 7) Tyres;
- 8) Batteries / Batteries Sensor (except HV Battery);
- 9) Hoses of Any Description;
- 10) Radiator and Cooling Coil;
- 11) Exhaust System;
- 12) Wiring;
- 13) Castings and Minor Oil Leaks;
- 14) NGV Conversions;
- 15) Worn or Deteriorated Seals;
- 16) Entertainment System (whether factory fitted or otherwise);
- 17) Navigation System (whether factory fitted or otherwise);
- 18) Security System (whether factory fitted or otherwise);
- 19) Suspension System;
- 20) Experimental Equipment;
- 21) MCU Tuning and similar services;
- 22) Coding and Programming of parts or components;
- 23) Alteration of the odometer;
- 24) Normal Deterioration or Normal Replacement or Service Items or Normal Wear and Tear of Any Parts such as: lubricants and fluids, brake pads, linings and brake discs, wiper blades, light bulbs, fuses and relays, and other consumable, wear and tear items;

- Use or installation of non-genuine parts, components or accessories;
- Any repair, alteration, modification, or installation of parts or accessories conducted by personnel not being an authorised or approved SSM-Registered, PIAM-Registered, and MAI-Registered service centre;

- Driving over uneven, rough, damaged or hazardous surfaces, including but not limited to curbs, potholes, unfinished roads, debris or other dangerous road conditions;
  - Manufacture's recall;
  - Theft, vandalism, or riot;
  - Towing or transport of the Vehicle;
  - Third party liabilities;
  - Use of the Vehicle in competition, racing, or any other purposes for which the Vehicle is not designed;
  - Use of the Vehicle for hiring, e-hailing or other similar commercial purposes;
  - Consequential losses, including but not limited to, compensation for time loss, commercial losses, finance charges, hire-purchase payments, rental costs of a substitute vehicle arising from breakdown of repair to the Vehicle, costs of hospitalisation, loss of belongings and legal expenses;
  - Any damage resulting from intentional actions;
  - Any damage resulting from a collision or accident;
  - Misuse of the Vehicle by the Vehicle owner including but not limited to, overloading the Vehicle, excessive use, modification of the Vehicle and handling the Vehicle without following the recommended handling method in the Owner's Manual or any other user's guide provided by the Manufacturer; and
  - Negligence and failure of the Vehicle Owner to inform APEG Warranty and/or bring the Vehicle to an authorised or approved SSM-Registered, PIAM-Registered and MAI-Registered service centre in the earliest possible time upon discovery of the defect, malfunction or damage, which resulted in aggravated damage in the Vehicle; and/or any failure of the Vehicle Owner to mitigate the damage to the Vehicle.
- 25) APEG Warranty does not provide, arrange, or reimburse the cost of any courtesy vehicle, replacement vehicle, or alternative transportation during periods when the covered vehicle is undergoing maintenance, servicing, diagnosis, or repair under a warranty claim. The provision of a courtesy vehicle, if any, shall remain solely at the discretion of the servicing workshop and shall not form part of the obligations of APEG Warranty.

## WARRANTY TERMS & CONDITIONS

You as the Vehicle Owner shall:

1. Peruse and hereby deemed to have understood the contents of the Owner's Manual and/or any other user's guide provided by the manufacturer and do as recommended therein in regards to the usage, operations and maintenance of the Vehicle in order to maintain the validity of the warranty.
2. Covenant to follow the correct operation procedures and to protect the Vehicle from damage attributable to your own default, action, inaction, omission and/or negligence.
3. Disclose all material facts directly or indirectly related to and/or in connection with, without limitation to matters in relation to the conditions of the Vehicle and/or any other peripheral matters related thereto, prior and throughout the subsistence of this Warranty. The Warranty shall be voidable if you fail to disclose any material facts and/or misrepresent any material facts to APEG Warranty.
4. Be responsible for the proper operation of the Vehicle and for maintaining detailed and accurate records on any such servicing or maintenance done on the Vehicle, whether routine or scheduled, including, inter alia, the following:
  - a) the seventeen (17) digit Vehicle Identification Number ("VIN");
  - b) mileage of the Vehicle; and
  - c) dates of any such servicing or maintenance works done on the said Vehicle and the purpose thereof.
5. Send the Vehicle for service or maintenance at any of the authorised or approved SSM-Registered, PIAM-Registered, and MAI-Registered service centre in compliance with the Manufacturer's Service Standard .
6. Afford a reasonable time from the period of transporting the Vehicle until the completion of service or repair, whereby the Vehicle Owner shall be informed accordingly.
7. Collect the Vehicle promptly upon completion of the service or repair process. Failure to collect the Vehicle within reasonable time might entitle APEG Warranty and/or the relevant service centre to charge storage charges which shall be borne personally by the Vehicle Owner.
8. Refrain from causing further damage to the Vehicle by ignoring any indications or signs of fault, malfunction or need of attention and inform APEG Warranty at the earliest time possible of such circumstances or any possible claims under the Warranty. APEG Warranty reserves the right to reject any such claim in the event the Vehicle Owner fails to inform the Warrantor in due time.
9. **Cancellation;** This warranty has no refundable value and not transferable to another vehicle.

10. **Ownership;** This warranty policy, shall be considered void and non-transferable when the covered vehicle is sold to a new owner. The Warranty is expressly provided to the original purchaser of the vehicle and is not transferrable to subsequent owners.

11. **Claimable parts;** In the event of occurrence of a potential claim covered under the Warranty, you shall send the Vehicle to our authorized service centre mentioned by our Aftersale Team at the soonest, within 7 days from the Date of Claim Approval.

12. **Normal service Routine;** Usage of **Fully Synthetic Oil** only. Six (6) Month or 7,500km whichever comes first.

13. **Modification;** Any modification of aftermarket products made to the vehicle will deem to **VOID** the warranty. APEG Warranty will not **VOID** the warranty if the vehicles parts were factory fitted only.

14. **Open Panel Workshop Policy;** APEG Warranty allows an open panel workshop policy for routine servicing and maintenance (e.g., engine oil changes, filter replacements, and scheduled servicing). Such works may be carried out at any SSM-registered, PIAM-registered, or MAI-compliant workshop, provided they follow the Manufacturer's Service Standard.

## LIMITATION OF WARRANTY

1. **Nature of Warranty Provider;** APEG Warranty ("the Company") acts solely as a warranty service provider. The Company's liability is expressly limited to the assessment and disbursement of approved claims in accordance with the terms of the selected warranty plan and subject always to the applicable claim limit.

2. **Repair Obligation;** The Company does not undertake, perform, or guarantee vehicle repairs. All repair works shall be carried out exclusively by workshops nominated or assigned by the Company. The appointed workshop shall bear sole and exclusive responsibility for the quality, timeliness, and outcome of all repairs undertaken. The Company shall not be held liable for any act, omission, delay, negligence, or default on the part of the workshop.

3. **Unrepairable Vehicles;** In the event the vehicle is deemed unrepairable, whether due to mechanical condition, safety concerns, unavailability of parts, or any other reason whatsoever, the Company shall have no obligation to provide any settlement, payment, or compensation. The warranty coverage in such circumstances shall be deemed fully discharged, and the Company shall only make payment for successful repair works duly completed by the appointed workshop.

4. **Total Loss and Beyond Repair;** Where the vehicle is declared a total loss, beyond economical repair, or suitable only for scrap:

- a) The warranty coverage shall cease with immediate effect;
- b) The Company shall have no further liability to make any payment, compensation, or settlement under the warranty plan; and
- c) No legal action, proceedings, or claims shall lie or be maintainable against the Company in respect of the irreparability of the vehicle.

**5. Limitation of Legal Responsibility;** Any disputes, complaints, or claims concerning the repair process, workmanship, or failure to complete repairs shall be directed solely to the appointed workshop. The Company shall not be liable, whether directly or indirectly, and shall not be joined as a party to any proceedings, whether judicial or otherwise, arising from or relating to the conduct, actions, or omissions of the workshop.

**6. Exclusion of Liability for External Events;** The Company shall not be liable for any loss, damage, fire, theft, or destruction of the vehicle or any part thereof occurring at, in, or in connection with the workshop premises, whether during maintenance, repair, or at any stage of the claim process. All such risks shall rest entirely with the vehicle owner and/or the workshop:

- a) The warranty coverage shall cease with immediate effect;
- b) The Company shall have no further liability to make any payment, compensation, or settlement under the warranty plan; and
- c) No legal action, proceedings, or claims shall lie or be maintainable against the Company in respect of the irreparability of the vehicle.

**7. General Exclusion of Liability;** This warranty covers only the matters expressly stated herein. To the fullest extent permitted by law, the Company shall not be responsible for any other promises, conditions, or obligations, whether implied or assumed, including but not limited to the vehicle's fitness, performance, or future value. The Company shall also not be liable for any indirect or consequential losses, such as loss of use, loss of income, inconvenience, or similar claims. The Company's responsibility is strictly limited to the specific obligations described in this warranty.

**8. Post-Repair Warranty Limitation;** Upon completion of a successful repair claim, the parts that have been repaired or replaced under the warranty will thereafter be covered by the respective workshop's warranty. The duration and terms of this post-repair warranty are determined solely by the workshop, depending on the type of parts repaired or replaced.

APEG Warranty shall not be responsible for any subsequent issues, defects, or failures related to the repaired or replaced components once the workshop's own warranty period has commenced.

## CLAIM, REPAIR & WORKSHOP MANAGEMENT

### 1. Submission of Warranty Claim

All warranty claims must be reported to APEG Warranty through the prescribed claims procedure before any inspection, repair, replacement or rectification works are carried out.

The Policyholder shall provide all information and supporting documents reasonably required by APEG Warranty for the assessment and processing of the claim.

APEG Warranty reserves the right to request further information, documentation, inspection, testing or diagnosis where deemed necessary to determine the cause of failure and eligibility of the claim.

### 2. Workshop Appointment and Assignment

For any warranty claim, APEG Warranty's Aftersales Department shall have the sole discretion and authority to determine and assign the workshop or service centre to which the vehicle shall be sent for inspection, diagnosis, repair, replacement and/or rectification.

The Policyholder shall comply with the workshop or service centre appointed by APEG Warranty.

The workshop initially assigned to a claim shall not be considered a permanent or guaranteed service location. APEG Warranty reserves the right to change, replace or reassign the appointed workshop or service centre at any time during the claim process where deemed necessary.

### 3. Reassignment of Workshop for the Same Part or Component

Where a warranty claim involves the same part or component previously claimed, repaired, replaced or rectified, APEG Warranty reserves the right to assign or transfer the vehicle to another workshop or service centre for further inspection, diagnosis, repair, rectification and/or verification.

Such reassignment may be made where APEG Warranty considers it necessary to:

- a. ensure proper diagnosis and repair;
- b. maintain the quality and standard of workmanship;
- c. prevent negligence, improper repair or inadequate workmanship;
- d. investigate the recurrence of the same failure or defect;
- e. verify the effectiveness of the previous repair or replacement; and/or
- f. ensure that the vehicle is returned to the Policyholder in proper operating condition following completion of the warranty repair.

The decision to reassign or change the workshop shall be at the discretion of APEG Warranty's Aftersales Department.

The Policyholder shall not instruct, transfer or send the vehicle to another workshop for warranty-related repairs without prior approval from APEG Warranty.

#### 4. Claim Assessment and Repair Approval

All warranty repairs, replacements and/or rectification works are subject to prior approval by APEG Warranty's Aftersales Department.

Approval of a warranty claim shall be based on the assessment, diagnosis, supporting documents and applicable Terms and Conditions of the warranty policy.

Approval shall not be interpreted as authorisation for repairs or replacement of components other than those specifically approved by APEG Warranty.

Any additional repair or replacement not included in the approved claim must obtain prior approval from APEG Warranty before such works are commenced.

#### 5. Validity of Repair Approval

Following the submission and assessment of a warranty claim, any approval granted by APEG Warranty's Aftersales Department for repair, replacement and/or rectification shall be valid for thirty (30) days from the date of approval, unless otherwise specified in writing by APEG Warranty.

The approved repair works must commence within the thirty (30) day validity period stated on the Claim Form.

If the repair works have not commenced within the stipulated thirty (30) day period, the approval shall automatically lapse and shall be deemed cancelled and void.

Any repair works commenced after the expiry of the approval period shall not be considered authorised under the original claim approval.

APEG Warranty reserves the right to require a new claim submission, inspection and/or re-assessment before considering any subsequent repair request.

APEG Warranty reserves the right to require a new claim submission, inspection and/or re-assessment before considering any subsequent repair request.

APEG Warranty shall not be responsible for any repair costs, parts or labour incurred after the expiry of the approved repair period without prior written approval from APEG Warranty.

#### 6. Authorised Repair Works

Only repairs, replacements and/or rectification works specifically authorised by APEG Warranty shall be covered under the warranty claim.

The Policyholder, vehicle owner, dealer, workshop or any other party shall not proceed with additional repairs, replacement of parts or modification of the approved repair without obtaining prior approval from APEG Warranty.

Any unauthorised repair, replacement or expenditure may result in the relevant costs being excluded from warranty coverage and/or the claim being rejected.

#### 7. Post-Repair Warranty and Cooling-Off Period

Upon completion of an approved warranty claim, the same part or component previously claimed, repaired, replaced or rectified shall be subject to a cooling-off period of twelve (12) months from the date of completion of the previous repair, unless otherwise determined by APEG Warranty.

During the twelve (12) month cooling-off period, any subsequent claim relating to the same part or component shall not be considered as a new warranty claim.

However, APEG Warranty reserves the right to assess the circumstances of any subsequent failure, including whether the failure is attributable to a different cause, defect or component.

#### 8. Application of Cooling-Off Period to Other Components

The cooling-off period shall apply only to the same part or component previously claimed, repaired, replaced or rectified.

The cooling-off period shall not prevent the Policyholder from submitting a warranty claim for other parts or components covered under the warranty, subject to the applicable warranty Terms and Conditions.

##### *Example:*

*If an approved warranty claim is made for an air-conditioning compressor, the air-conditioning compressor shall be subject to a twelve (12) month cooling-off period from the date of completion of the previous repair.*

*During this period, other covered components of the vehicle, such as the alternator, starter motor, suspension components or other eligible parts, shall remain eligible for warranty claims, subject to the applicable warranty coverage and conditions.*

#### 9. Repeat Failure and Verification

Where the same part or component fails again following a previous warranty repair or replacement, APEG Warranty reserves the right to conduct further inspection, diagnosis and/or verification to determine the actual cause of the failure.

APEG Warranty may require the vehicle to be inspected or repaired by a different appointed workshop or service centre where deemed necessary to ensure proper diagnosis, workmanship and quality control.

The subsequent claim shall remain subject to the applicable warranty coverage, exclusions, cooling-off period and other Terms and Conditions.

#### 10. Unauthorised Workshop and Repairs

No warranty repair, replacement or rectification shall be undertaken by a workshop or service centre that has not been authorised or appointed by APEG Warranty for the relevant claim.

Any costs incurred as a result of repairs, replacement, inspection, diagnosis or rectification carried out without APEG Warranty's prior approval may not be reimbursed or covered under the warranty.

APEG Warranty shall not be responsible for any loss, damage, additional repair costs or consequential costs arising from unauthorised repairs or from the Policyholder's failure to comply with the appointed workshop instructions.

#### 11. APEG Warranty's Rights

APEG Warranty reserves the right, where reasonably necessary for the administration and assessment of a warranty claim, to:

- a. determine the appropriate workshop or service centre;
- b. change or reassign the appointed workshop at any stage;
- c. require additional inspection, testing or diagnosis;
- d. require the vehicle to be transferred to another appointed workshop;
- e. approve, partially approve or reject a warranty claim;
- f. require additional supporting documents or information;
- g. require a second inspection or independent assessment; and
- h. determine whether a subsequent failure relates to the same part or component previously claimed.

All such actions shall be undertaken in accordance with the applicable warranty Terms and Conditions.

#### 12. Compliance with Claim Procedures

Failure by the Policyholder, vehicle owner, dealer or any other party acting on behalf of the Policyholder to comply with APEG Warranty's claim procedures, workshop assignment, repair approval requirements or prescribed timelines may result in the claim being delayed, partially excluded, cancelled or rejected.

The Policyholder is responsible for ensuring that the vehicle is made available for inspection and/or repair at the workshop or service centre appointed by APEG Warranty within the required period.

## VOIDED WARRANTY

In any event where the Warranty Conditions set out in this Warranty Booklet are not complied with by the Vehicle Owner, Warranty Claims made in respect of any such damage, malfunction and/or failure of any part coverable under Warranty may or may not be fully covered by APEG Warranty, and, in the event of extensive damage arising from the deterioration, abuse, misuse, negligence, accident, lack of or improper maintenance, storage and/or transport of the Vehicle, such may deem to be the Warranty void against the Vehicle subject to the inspection and assessment of the authorised personnel of APEG Warranty.

Circumstances that may render the warranty void as against the Vehicle is inclusive of but not limited to the following:

- a) Intentional, negligent and/or reckless conduct of the Vehicle Owner in misusing, mishandling and/or ignoring any signs of need for service or repair;
- b) carrying passengers and cargo exceeding specified load limits;
- c) Using the Vehicle for purposes including but not limited to, racing, hiring, rental, e-hailing, purposes for which the Vehicle is not designed for and/or other improper or illegal activities;
- d) not carrying our routine servicing and maintenance on the Vehicle;
- e) failure to send the Vehicle for service, maintenance and/or repair at any authorised or approved SSM Registered, PIAM- Registered and MAI-Registered service centre;
- f) whereby it is found that the VIN has been defaced and/or altered;
- g) illegal and unauthorised installation of parts, components or accessories; and
- h) whereby it is declared a total loss by an insurance company.

## DISCLAIMER

APEG Warranty hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to the Vehicle, including but not limited to:

- i. Transportation to and from a service centre for the purpose of inspection, service and/or repair of the Vehicle;
- ii. Depreciation in value of the Vehicle;
- iii. Loss of time;
- iv. Loss of use;
- v. Loss of personal or commercial property;
- vi. Inconvenience or aggravation;
- vii. Emotional distress or harm;
- viii. Economic losses;
- ix. Towing charges; and
- x. Costs of transport (bus fares, vehicle rental, and other modes of transport).

Approval or acceptance of Warranty Claims is made solely and absolutely at APEG Warranty's discretion as the War-rantor.

APEG Warranty reserves the right to add, delete, alter and/or modify any terms and conditions contained herein without prior notice to the Vehicle Owners.

## FORCE MAJEURE

**For the purpose of this Warranty, "force majeure" means an event beyond the control of either Party, which makes it impossible or illegal for a Party to perform, including but not limited to:**

- a) Fire explosion, earthquake, windstorm, lightning, hail, flood, deep water and other Acts of God;
- b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c) Rebellion, revolution, insurrection, or military or usurped power or civil war;
- d) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e) Riot, commotion or disorder, unless solely restricted to employees of the Dealer; and
- f) Epidemic, endemic, pandemic, quarantine, and national or regional emergencies; beyond party's reasonable control.

## Effect of Force Majeure

Neither APEG Warranty nor the Vehicle Owner shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a force majeure event which arises after the coming into force of the Warranty.

## Obligations Upon Occurrence of Force Majeure Event

Upon the occurrence of a force majeure event, either Party shall inform the other Party in the soonest time possible in relation to the occurrence of the said force majeure event. The Parties shall endeavour to mitigate and/or prevent any harm, damage or losses caused or might be caused as a result of the force majeure event.

## PERSONAL DATA PROTECTION ACT

In pursuance to Personal Data Protection Act (PDPA) 2010

By registering under this Warranty Plan, you hereby give consent to APEG Warranty to collect, obtain, store and process your personal data that you provide in any forms and/or documents for the purposes of:

- a) Receiving updates, news, promotional and marketing mails or materials from APEG Warranty;
- b) Store and process your Personal Data; and
- c) Disclose your Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes.