

BSIB's Repairer Code of Conduct

PREAMBLE

It is in the interests of Berjaya Sampo (hereinafter referred to as BSIB), Customers and Repairers to promote efficient operation of, and consumer confidence in, professional and competitive motor vehicle insurance and repair. The activity created will enhance efficient customer service and viable cost- effective motor vehicle repair.

All capitalised terms in this Code and defined in the Repairer's agreements with BSIB, shall have the same meaning ascribed to them therein.

PRINCIPLE OF THE CODE

This Code is intended to promote transparent, informed, effective and co-operation relationships between Repairers and BSIB, based on mutual respect and open communication.

The Code will provide efficient, accessible, and transparent dispute resolution processes for issues arising between Repairers and BSIB.

BSIB and Repairers agree that they have a responsibility to ensure vehicle repairs are authorized and carried out in a professional manner and to ensure that the safety, structural integrity, presentation, and utility of the vehicle are restored. In doing so:

BSIB will authorize repairs covered by the motor insurance policies with the objective of:

- (a) restoring the safety, structural integrity, presentation and utility of the Motor Vehicle;
- (b) complying with relevant Malaysian law; and
- (c) fulfilling their obligations to the Policyholder in accordance with the provisions of their policy.

Repairers will carry out repairs with the objective of:

- (a) restoring the safety, structural integrity, presentation and utility of the Motor Vehicle;
- (b) complying with relevant Malaysian law; and
- (c) fulfilling their obligations to BSIB under the provisions of the applicable contract of repair

PURPOSE OF THE CODE

The purpose of this Code of Conduct is to provide BSIB's Repairers with guidance on the standards of behaviour expected of them in performing their duties in repairing BSIB's customers accident damaged vehicles, and to serve as a guidance for the best practices in their dealings with both BSIB and its customers.

The Code provides a general framework or principles to be adopted by Repairers with respect to their conduct while under the appointment as a Repairer by BSIB. This Code of Conduct is not intended to be exhaustive and cannot anticipate every situation which may morally or ethically compromise the Repairers or BSIB.

The Code of Conduct applies to all BSIB's Repairers. BSIB expects the employees of the Repairers to read, understand, and conduct themselves at all times within the spirit of the Code of Conduct.

The Repairers are expected to take the necessary steps to comply with this Code of Conduct and to ensure that their employees have the information, guidance, and support to comply with the Code of Conduct as well as all relevant policies and procedures.



When Repairer encounters what may appear to be a conflict in the laws to apply to a situation, they should consult BSIB on the next course of action.

SCOPES

This document sets the standards to promote trust, professionalism, and effective collaboration between BSIB and Repairers in handling repairs of accident damaged vehicles relating to:

1. Claims Notification/Submission
2. Estimation, Repair and Warranty
3. Customers
4. Repairers' Staff
5. Safety and Health
6. Fraud/Fraudulent Activities
7. Repair Dispute Resolution

1. Claims Notification/Submission

Repairers:

- 1.1. Prompt claims notification and submission are essential for fast claims approval and repairs.
- 1.2. Notify and submit a claim promptly within the stipulated timeframe as outlined in the Panel Repairer Agreement. Should repairer anticipate delay in claim notification and submission due to car owner and/or driver are not contactable or claims documents are not avail, Repairers are required to explain to BSIB on the delay and the reason of the delay.
- 1.3. Prior claim notification /submission of claims documents, Repairers undertake to perform the following:
 - a. Inspect and verify the identity of the vehicle to ensure the chassis number, engine number and vehicle number is consistent with the details of the Vehicle Ownership Certificate.
 - b. Check if the accident occurred within the period of insurance.
 - c. Inform customer in advance if any uninsured loses/expenses which are excluded from the policy coverage i.e., betterment, policy excess, under insurance and etc. and obtain customers' written consent to bear such expenses.
 - d. Explain the claims procedures to the customers including the estimated duration of repair.
 - e. Check and ensure all claims documents are in order as required by BSIB.
 - f. To avoid potential dispute, any scratches/damages on the vehicle body which are not arising from the accident should be clearly recorded and confirmed with the customers.
 - g. Customers should be advised to take away any valuable belongings from their vehicles.
- 1.4. All claims notification and submission must be submitted to BSIB via a motor estimating system approved by authorities, unless with BSIB's consent, repairers can submit hard copy of documents for claims processing.

BSIB:

- 1.5. Provide full details of the policy coverage to the Repairers if need arises.

1.6. Ensure all claims are registered within 7 working days upon receiving workshop's notification and send acknowledge receipt of claim to customers vide SMS.

2. Estimation, Repair and Warranty

2.1. Estimation

Repairers:

- 2.1.1. Repairers prepare estimates that provide for an appropriate scope of repairs comprises of cost of the parts, painting materials, consumables items, labour and other relevant cost which are necessary in performing the repairs.
- 2.1.2. Repairers are prohibited from including inconsistent / old damaged parts in the estimate as not to inflate the estimate amount.
- 2.1.3. The estimates must be prepared in accordance with parts database and labour hours approved by the authorities and apply parts discount and labour rate as stipulated in the Panel Repairer Agreement.

2.2. Repair

Repairers:

- 2.2.1. Customer's consent must be secured before commencing repair.
- 2.2.2. All repair work should be carried out by proper methods and meet the market standards and legal requirements in accordance with the parts and labour hours approved by BSIB.
- 2.2.3. Any hidden/omitted damaged parts discovered during the repairs, Repairer must notify BSIB and obtain BSIB's approval prior to repair / replace the said hidden / omitted parts.
- 2.2.4. Repairers take effective measures to ensure that all works are done in accordance with the recommended specifications and procedures that are compatible with the vehicle manufacturer.
- 2.2.5. Constantly update the progress of the repair in the motor estimating system by the Repairers. Customers must be notified of the delay and the reason for the delay, and a new assessing timeframe agreed. If an estimate cannot be achieved due to vehicle location, repair complexity, periods of high volume or staffing shortages, the repairer must be notified of the delay and the reason for the delay, and a new assessing timeframe agreed.
- 2.2.6. Repairers take appropriate measures to protect the vehicles entrusted by customers inclusive of sufficient insurance coverage i.e. Fire Insurance. Related areas on the vehicle body and the passenger compartment should be covered with protective materials to avoid further damage. Any further damage caused during repairs should be repaired free of charge.
- 2.2.7. After Repair, the Repairers should review the work in accordance with a quality control mechanism to ensure that the required standard is met and the vehicle is restored to a good roadworthy condition.

BSIB:

- 2.2.8. Ensure the in-house adjuster or appointed Panel Adjuster (registered under the Financial Services Act 2013) assess the claims/conduct physical inspection of the damaged vehicles within 48 working hours and submit the assessment report within 5 working days upon receiving the repairers' estimate.
- 2.2.9. Provide itemised approval on parts and labour cost within 7 days in receipt of complete claims documents including the adjuster's assessment report.
- 2.2.10. Where BSIB requires a Repairer to use a repair method or parts that differs from that recommended by the Repairer, the Repairer must immediately notify BSIB if it may give rise to a claim under this arrangement.
- 2.2.11. Conduct post repair inspection on selective cases to ensure quality repair work.
- 2.2.12. Retain some of the damaged parts, if necessary. Instruction to retain parts will be indicated in Merimen for Repairers' perusal.
- 2.2.13. Make payment to the Repairers within 7 days upon receiving the Repairer's invoice and customer's satisfaction on the repair work.

2.3. Repair Warranties

Repairers:

- 2.3.1. Provide BSIB's customers with a warranty in respect of their workmanship for a period as stipulated in the Panel Repair Agreement or Motor Policy wordings from the date of repair.
- 2.3.2. BSIB is not liable to pay any loss or liability incurred by the Repairer to the extent that the loss or liability arises from faulty workmanship.

3. Customers

Repairers/BSIB:

- 3.1. Repairers ensure at all times, their staff and their representatives will behave in a professional and courteous manner. This includes not engaging in, condoning, or permitting behaviour that is offensive, harassing, threatening, inappropriate, abusive, bullying or intimidating.
- 3.2. Immediately or promptly take effective actions to settle customers' complaints. A record of all feedback from staff to the management through the established mechanism and how they have been handled should be kept and updated as soon as possible.
- 3.3. Repairers alert BSIB on any unresolve problem which is beyond the Repairers' jurisdiction and requires further action/assistance from BSIB.
- 3.4. Where issues of poor workmanship arise, and where practicable, including taking into account customers' preference, the Repairers must proceed to rectify the problem first. Where repairs are required to be undertaken by other repairer and where the cost for such repairs has been approved / paid by BSIB, the Repairers will take full responsibility for any cost that may arise from the repair performed by the other repairer and reimburse any reasonable consequences costs incurred as a result of the poor workmanship.

4. Repairers' staff

Repairers undertake to act on the following to ensure smooth running of their business operation:

- 4.1. Employ and maintain a reasonable number of workers at all times. Notify BISB if there is a significant shortage of workers.
- 4.2. Provide the employees with proper equipment, facilities and technical information consistent or compatible with that of the vehicle manufacturer, so as to assist them to perform repair work as required by the customers.
- 4.3. Provide training and instruction, so that all vehicle mechanics should be fully aware of their work and the risks involved, and master the professional knowledge, skills and related safety measures.
- 4.4. Ensure that the mechanics are trained and equipped with knowledge and skills to repair vehicles and ensuring their proper use of the equipment.

5. Safety and Health

Repairers should be held responsible for the safety of whoever is granted permission into the workshop. Repairers undertake to keep the premises safe and clean at all times by taking the following measurements:

- 5.1. All emergency exits are provided with sufficient directional signs, in English and Chinese, and unblocked.
- 5.2. The floor must be level and free from grease and danger of slip.
- 5.3. Waste produced from the work, including metal waste, chemical waste and general refuse should be properly separated and cleaned up frequently.
- 5.4. Storage area, which is in compliance with the legislative requirements and used for storage of chemical waste such as waste lubricating oil, waste vehicle batteries / retired vehicle batteries, etc. shall be provided.
- 5.5. Provide adequate lighting (and additional local lighting) in working area.
- 5.6. Smoking is prohibited at the working area. Put up "NO SMOKING" signs, notices about electric shock and posters relating to industrial safety appropriately.
- 5.7. Prevent people playing or loitering in the workshop or its vicinity.

6. Fraud/Fraudulent Activities

Repairers:

- 6.1. Repairers must not participate, induce or collude with any party in any fraudulent activity whatsoever.
- 6.2. Engaging in any act that involves fraud, theft or misappropriation is strictly prohibited. Some examples of fraudulent conduct/ activities are manipulation of data, falsifying documents, exaggerated damage, illegal repairs, acceptance or payment of bribes.

6.3. All Repairers and its staff play an important role in the prevention and detection of fraudulent activities.

BSIB:

6.4. It is BSIB 's policy to ensure that incident of fraud is promptly investigated prior any disciplinary action taken or reporting to authorities.

6.5. In the event of fraud detected after BSIB made payment to the repairers, BSIB will recover the sum paid and any cost incurred from the repairer.

7. Repair Dispute Resolution

Where disputes arise related the repair method and cost of repair, dispute will be resolved in accordance with the guidelines set in BSIB's Independent Dispute Resolution Procedures . Refer to copy attached.