



## WARNING NOTICE

All accidents must be reported to the police within 24 hours.

## TYPES OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY:

COMPREHENSIVE - Sections A & B of this Policy apply;

THIRD PARTY ONLY - Only Section B applies;

ALL ENDORSEMENTS, CLAUSES OR WARRANTIES THAT ARE SEPARATELY ATTACHED TO THIS POLICY SHALL ALSO APPLY.

## OUR AGREEMENT

### 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 Policy 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.

## SECTION A - LOSS OR DAMAGE TO YOUR VEHICLE

1. We will indemnify You if Your Vehicle is damaged or lost in the following circumstances:
  - (a) by accidental collision or overturning,
  - (b) by collision or overturning caused by mechanical breakdown,
  - (c) by collision or overturning caused by wear and tear,
  - (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
  - (e) by fire explosion or lightning,
  - (f) by burglary, housebreaking or theft
  - (g) by malicious act,
  - (h) when in transit (including its loading and unloading) by:
    - (i) road rail inland waterway
    - (ii) direct sea route across the straits between the island of Penang and the mainland.
2. Basis of Settlement
  - (a) We will at Our option
    - (i) pay the cost of repairs to Your Vehicle, or
    - (ii) pay in cash the amount of the loss or damage to Your Vehicle, or
    - (iii) reinstate or replace Your Vehicle.
  - (b) The maximum amount We will pay is the market value of Your Vehicle at the time of the loss or the sum insured in the Policy whichever is the lower figure.
  - (c) If Your Vehicle shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, You shall be considered as being Your own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more.
  - (d) The market value of Your Vehicle would be determined in the event of a dispute by the Head Office of the Franchise holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
  - (e) In the event no Franchise-holder is available for the make of Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation agreed to by both You and Us.
  - (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.
  - (g) The maximum amount We will pay for the cost of repairs to Your Vehicle shall be the expenses necessarily incurred

to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, You will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:

<u>Age of Vehicles/Years</u>	<u>Rate for Betterment (Not to exceed following %)</u>
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:

<u>Age of vehicle based on:</u>	
New Vehicles	Date of Registration
Local second-hand/used vehicles	Date of Original Registration
Imported second-hand/used vehicles	Year of Manufacture
Imported reconditioned vehicles	Year of Manufacture

The application of betterment shall be at Our discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

**3. Transportation of Damaged Vehicle**

We will pay You up to a maximum of RM200.00 as Towing Charges for taking Your Vehicle to either the nearest Repairer or towing the vehicle by returning it to Your address as shown on the Schedule or towing it to a secure place for it to be garaged, provided Your Vehicle has been damaged by circumstances described in this section.

**4. Exceptions to Section A**

**We will NOT pay for**

- (a) consequential losses of any nature.
- (b) the loss of use of Your Vehicle.
- (c) depreciation, wear and tear, rust and corrosion, metal fatigue, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreen, window or sunroof including lamination/tinting film, if any.
- (d) damage caused by over-loading or strain.
- (e) damage caused by explosion of any boiler forming part of or attached to or on Your Vehicle.
- (f) damage to Your Vehicle's tyres unless Your Motor Vehicle is damaged at the same time.
- (g) any loss or damage caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code.
- (h) the Excess stated in the Schedule.
- (i) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

**SECTION B: LIABILITY TO THIRD PARTIES**

**1. We will indemnify You or Your authorized driver for the amount which You or Your authorized driver are legally liable to pay (including claimants' costs and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading therefrom for:**

- (a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
- (b) damage to property as a result of an accident arising out of the use of Your Vehicle

provided Your authorised driver also complies with all the terms and conditions of the policy that You are subject to.

**2. Limits of Our Liability**

Our total liability under Section B1(a) is unlimited ) in respect of any one claim or series of claims  
 Our total liability under Section B1(b) is limited to RM3 million. ) arising out of one event.

**3. Towing Disabled Vehicle**

We will cover the liabilities as specified in Section B(1) (a) and Section B(1) (b) above if Your Vehicle is used for towing any one disabled Motor Vehicle.

**Provided that:**

- (a) such towed vehicle is not towed reward
- (b) we are not liable for loss or damage to such towed vehicle or property being conveyed thereon

**4. Cover for Legal Representatives**

Following the death of any person covered under this Policy We will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the policy.

**5. Legal Costs**

We will pay legal costs incurred up to a maximum of RM2,000.00 for defence of any charge including the charge of causing death by driving the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

**6. Exceptions to Section B**

**We will NOT pay for:**

- (a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Vehicle.
- (b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your authorized driver.
- (c) death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (unless he/she is required to be carried in or on Your Vehicle by reason of or in pursuance of his/her contract of employment with You and/or Your authorised driver and/or his/her employer).
- (d) damage to property belonging to or in the custody of or control of or held in trust by You and/or Your authorised driver and/or any member of Your and/or Your authorised driver's household.
- (e) damage to any bridge, weight bridge or viaduct or to any road or anything beneath by vibration or by the weight of Your Vehicle or of the load carried by Your Vehicle.
- (f) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle.
- (g) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle except so far as is necessary to meet the requirements of the legislation.
- (h) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (i) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

**NO-CLAIM-DISCOUNT**

If no claim is made or arises from Your Policy and provided Your Vehicle is insured with Us for a continuous period of 12 months in each of the following instances, You are entitled to a No-Claim-Discount on renewal of Your Policy as follows:

<u>Period of Insurance</u>	<u>Discount</u>
After the first year of insurance	15%
After the second year of insurance	20%
After the third year or more years of insurance	25%

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motor Vehicle is described in the Schedule, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

**AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

1. Your rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
3. In the event that an Own Damage claim has been paid and a Third Party Property Damage claim has also been made, You are required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid and any consequent costs fees or expenses incurred.

## GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY

We will NOT pay for any liability under the following circumstances:

1. If You or any person with Your consent are not licensed to drive the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to drive Your Vehicle under any required laws, by-laws and regulations.
2. If You or Your authorized driver drives Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
3.
  - (a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.
  - (b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on Your order or with Your permission.
4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If Your Vehicle is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, Your Vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Vehicle shall be excluded from the cover granted by this Policy.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam.  
For liability in Malaysia, the limitations of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.
10.
  - (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) Any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

If a law or laws are named in a section of the policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

## CONDITIONS - THESE APPLY TO THE WHOLE POLICY

### 1. DUTY OF DISCLOSURE

#### Non-Consumer Insurance Contracts

Where You have applied for this Insurance wholly for purposes related to Your trade, business or profession, You had 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.

**2. ACCIDENTS AND CLAIMS PROCEDURES**

- (a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:
  - (i) Within seven (7) days if you are not physically disabled or hospitalised following the event.
  - (ii) Within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
  - (iii) Other than (i) and (ii), a longer notification period may be allowed subject to specific proof by You.
- (b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if we decide that You are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.
- (c) All accidents must be reported to the Police as required by Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairer for repairs. Failure to remove Your Vehicle to a PIAM Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the Policy.
- (i) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, We may pay to You the full amount of Our liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defence settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses how whatsoever incurred by You or any claimant or any person after We have relinquished such conduct.

**3. CANCELLATION**

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last known address.
- (c) You shall within seven days from the date of cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:

<u>Period of Insurance</u>	<u>Refund of Premium %</u>
Not exceeding 1 week	87.5 of the total premium
" " 1 month	75.0 " " " "
" " 2 months	62.5 " " " "
" " 3 months	50.0 " " " "
" " 4 months	37.5 " " " "
" " 6 months	25.0 " " " "
" " 8 months	12.5 " " " "
Exceeding 8 months	No refund of premium allowed.

- (e) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.
- (f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

#### 4. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering Your Vehicle. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss, damage or liability, We shall only pay Our rateable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

#### 5. SUBROGATION

We shall be entitled if We so desire to take over conduct at our own expense in Your name the defence or settlement of any claim or to prosecute in Your name for our benefit any claim for indemnity or damages or otherwise. We shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

#### 6. ARBITRATION CLAUSE

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of Our disclaimer to You.

#### 7. OTHER MATTERS

**This Policy will only be operative if:**

- (a) Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- (b) You have taken all reasonable precautions to maintain Your Vehicle in an efficient roadworthy condition.
- (c) You have taken all reasonable precautions to safeguard Your Vehicle from loss or damage.
- (d) You must grant Us free access at all reasonable times to examine Your Vehicle.

### DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

1. We/Us/Our refers to the Insurance Company.
2. You/Your/Yourself refers to the Policyholder and/or Insured.
3. Your Vehicle refers to the vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
4. Accessories refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code is as follows:

Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

- (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property,

is said to “cheat”.

8. Criminal breach of trust as defined in the Penal Code is as follows:

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits “criminal breach of trust”.

9. Acts of terrorism.

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

**ENDORSEMENTS - APPLICABLE ONLY IF THE ENDORSMENT NUMBER IS PRINTED IN THE SCHEDULE**

Note that only endorsements with their numbers specifically printed in the schedule shall apply to this policy.

**ENDORSEMENT 1 - EXCESS ALL CLAIMS**

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Sections A arising out of one Incident. This means that We have the right to deduct the Excess from the amount that We would otherwise have to pay. If We are not able to deduct the Excess, We have the right to demand that You pay Us the Excess first, before We make any payment. We will not deduct this Excess for loss of damage in respect of third party claims.

**ENDORSEMENT 2 - EXCESS DAMAGE CLAIM**

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Section A arising out of one Incident. This means that We have the right to deduct the Excess from the amount that We would otherwise have to pay. If We cannot deduct the Excess, We have the right to demand that You pay Us the Excess first, before We make any payment. We will not deduct this Excess if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

**ENDORSEMENT 3(p) - THIRD PARTY ONLY**

The cover that You have chosen for Your Vehicle is limited to 'Third Party' insurance only. This means that We will not pay for any loss or damage to Your Vehicle. For that reason Section A is deleted and only Section B coverage has been purchased and is available to You.

**ENDORSEMENT 3(q) - THIRD PARTY FIRE AND THEFT**

The cover that You have chosen for Your Vehicle is called 'Third Party, Fire and Theft' insurance. This means that the cover provided to Your Vehicle under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason all the remaining covers under Section A1a are deleted and Section B coverage has been purchased and is available to You.

**ENDORSEMENT 10(d) - VEHICLES LAID UP (DURING CURRENCY OF INSURANCE)**

We have noted and agreed that as from (insert date) Your Motor Vehicle(s) Registration Number(s).....is/are laid up in a public or private garage and out of use and all our liability under this Policy in respect of Your Vehicle(s) is suspended.\*

We will on receipt of written notice from You prior to the expiry date of the Policy, reinstate the Policy, in full in respect of Your aforesaid Vehicle(s) as from the date of receipt of such notice.

Provided Your Vehicle(s)

- a) has/have not been undergoing repairs as the result of an event giving rise to a claim under the policy and
- b) subject to the period of suspension being not less than 6 consecutive weeks,

We will either

- i) deduct from the renewal premium a sum equal to .....\*\* % of the pro-rata premium for the period of suspension and the No Claim Discount entitlement (if any) shall be calculated on the net renewal premium after the deduction of such sum
- ii) \*\*\* or continue the Policy beyond the expiry date for such proportionate part of the current period of insurance as such sum bears to the total premium under the policy.

Subject otherwise to the Terms and Conditions of this Policy.

- a) The above wording is to be used in the case of Third Party and 'Act' Only Policies.

- \*b) In the case of Comprehensive or Third Party Fire & Theft Policies where Fire and Theft cover only is required the following words should be added.  
"except only in respect of loss or damage under Section A, 1(e) and (f)".
  - \*c) In the case of Third Party and Fire policies where Fire cover only is required the following words should be added :  
"except only in respect of loss or damage to Your Vehicle and its accessories and spare parts whilst thereon caused by fire, explosion or lightning".
  - \*d) In the case of Third Party and Theft policies where Theft cover only is required the following words should be added :  
"except only in respect of loss or damage to Your Vehicle and its accessories and spare parts whilst thereon caused by burglary housebreaking or theft".
  - \*e) In the case of Comprehensive Policies where Accidental Damage cover is required in addition to Fire and Theft the following words should be added.  
"except only in respect of loss or damage under Section A"
  - \*f) In the case of Comprehensive Policies extended by endorsement to cover Flood, Typhoon or Hurricane, etc. and/or Riot and Civil Commotion the following words should be added to (b) or (c) above as appropriate:  
"or caused by Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved"  
"and except in respect of the cover for Strike Riot and Civil Commotion as provided by Endorsement No. 25."
- \*\*Insert 37.5% and 75% as appropriate.
- \*\*\*Where it is not desired to offer the Insured the alternative of extending the renewal date of the Policy delete the word "either" and (ii) of the endorsement (last paragraph).

**ENDORSEMENT 14 - TRANSFER OF INTEREST**

In consideration of the additional premium that You paid Us for this endorsement, We agree to transfer the interest in this Policy on [state date] to [state name of transferee and NRIC No. / Business Registration No.] of [state address] carrying on or engaging in the business or profession of \_\_\_\_\_ whose proposal and declaration dated [state date] shall be the basis of this contract.  
Subject otherwise to the terms and conditions of this Policy.

**ENDORSEMENT 15 - HIRE PURCHASE**

We note that Your Vehicle is under a Hire Purchase agreement with the Hire Purchase company named in the Schedule as the Owners. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Owners as long as they remain as the Owner of Your Vehicle at the time of the Incident. The receipt from the Owners will fully discharge Us from any further claims or liability in respect of such loss or damage. For all other purposes You are the principal party under this Policy and not an agent or trustee for the Owners and that You have not assigned Your rights, benefits and claims under this Policy to the Owners. You cannot assign Your rights, benefits and claims under this Policy to anybody without our written consent.

**ENDORSEMENT 15(a) - EMPLOYER'S LOAN**

We note that Your Vehicle was bought under an Employer's Loan agreement. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Employer named in the Schedule as long as the loan remains outstanding at the time of the Incident giving rise to a claim. The receipt from the Employer will fully discharge Us from any further claims or liability in respect of the Incident.  
Other than the above, Our / Your rights and liabilities under this Policy are not affected.

**ENDORSEMENT 19 - PASSENGER RISK (NOT APPLICABLE TO "ACT" POLICIES)**

We agree that Exception (c) of Section B of this Policy is cancelled.  
\*Provided that in the event of an accident occurring whilst the MotorVehicle is carrying more than \_\_\_\_\_\*\*persons (as specified in theSchedule) (in addition to the attendant/conductor if any and the driver) You shall repay Us a rateable proportion of the total amount payable by Us.  
Provided however that in totalling the number of persons concerned for the purposes of the preceding proviso such adjustments shall be madeas are permitted under any legislation applying to the carriage of children in the Motor Vehicle.  
Subject otherwise to the Terms and Conditions of this Policy.

Notes: \*Omit this proviso in the case of Special Type Vehicles.  
\*\*The number to be inserted in the case of Cars for Hire is the number authorised by the Public Service Vehicle Licence for the vehicle in question and in the case of other vehicles the number is that on which premium has been paid and this must be the total passenger seating capacity of the vehicle plus any greater number carried with the permission of the Authorities.



**ENDORSEMENT 19(b) - PASSENGER RISKS - SCHOOL CHILDREN BEING CARRIED FOR THE HIRE OR REWARD**

We will pay the amount which You are legally liable for all claims including claimants' costs and expenses in respect of death of or bodily injury to any school child being conveyed on his/her way to or from school only for hire or reward in the said Motor Vehicle provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than ..... school children (as specified in the Schedule)(in addition to the driver) You shall repay Us a rateable proportion of the total amount payable by Us because of this Endorsement in respect of such accident in connection with the Motor Vehicle. Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 19(i) - PASSENGER RISK - EMPLOYEES OF THE INSURED**

**GOODS CARRYING VEHICLES ONLY (NOT APPLICABLE TO "ACT" POLICIES)**

We will pay the amount which You are legally liable to pay (other than liability under any Workmen's Compensation legislation) as damages and claimants' costs and expenses in respect of death or bodily injury to any of Your employee being carried in or upon or entering or getting on or alighting from but not driving the Motor Vehicle.

\*\*Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than \*\_\_\_\_\_ of Your employees (as specified in the Schedule) (in addition to the driver) We shall not be liable for more than a rateable proportion of the total amount payable because of this endorsement in respect of such accident.

Subject otherwise to the Terms and Conditions of this Policy.

Notes: \*Insert number of employees for whom additional premium has been paid.

\*\*Omit this proviso in cases where additional premium paid is for an unlimited number of employees of the Insured.

**ENDORSEMENT 20 - PASSENGER RISK - MOTOR TRADE POLICIES (OTHER THAN "ACT" POLICIES)**

We agree that Exception (c) of Section B of this Policy is cancelled.

Provided that We shall not be liable in the event of an accident occurring whilst the Motor Vehicle is carrying more than 7 persons (excluding the driver) or the number permitted by Law whichever is the less.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 21 - PASSENGER RISK "ACT" POLICIES**

**(This Endorsement may be used only where passengers are carried for hire or reward).**

We agree that Exception (e) of this Policy is cancelled.

Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than.....\*persons (as specified in the Schedule) (in addition to the attendant/conductor if any and the driver) You shall repay Us a rateable proportion of the total amount payable by Us.

Provided however that in totalling the number of persons concerned for the purposes of the preceding proviso such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

Subject otherwise to the Terms and Conditions of this Policy.

Notes: \* The number to be inserted in the case of Cars for Hire is the number authorised by the Public Service Vehicle Licence for the vehicle in question and in the case of other vehicles the number is that on which premium has been paid and this must be the total passenger seating capacity of the vehicle plus any greater number carried with the permission of the Authorities.

**ENDORSEMENT 25 - STRIKE, RIOT AND CIVIL COMMOTION**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to Your Vehicle caused by:-

- a) the wilful act of any striker or locked out worker to further a strike or to resist a lock out
- b) the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lockout or not); and
- c) the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

This endorsement does not cover:-

- a) civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- b) revolution, rebellion or civil disturbance amounting to a popular uprising; and
- c) Act of Terrorism.

It also does not cover any loss, damage or liability directly or indirectly, proximately or remotely caused by or contributed to or traceable to or arising out of or in connection with the above stated exceptions.

#### ENDORSEMENT 26 - HIRER CARS - HIRER DRIVING

We will cover You provided that the Motor Vehicle is being driven by or is for the purpose of being driven by him in Your charge or a person in his employ whilst the Motor Vehicle is let on hire by You to any person (hereinafter called the "Hirer") who:-

- 1) shall have entered into a Hire Contract with You and prior to such hiring shall have satisfactorily completed and signed a Declaration Form (a copy of which is attached to this Policy).
- 2) shall have satisfied You
  - (a) that the Motor Vehicle will be driven only by a person duly licensed to drive whose driving licence has not been endorsed.
  - (b) that such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

Whilst the Motor Vehicle is let on hire to the Hirer We shall not be liable

- (i) for any loss damage or liability due to or arising from theft or conversion by the Hirer.
- (ii) if the Motor Vehicle is used by the Hirer for the carriage of passengers for hire or reward.

We further agree that :-

- (a) before We are liable under this Policy, You must forward to Us the completed Declaration Form. This Declaration Form together with the Proposal and Declaration referred to in this Policy shall be the basis of the contract whilst the Motor Vehicle is let on hire to the Hirer.
- (b) For the purposes of \*Section B of this Policy, We will treat the Hirer as an Authorised Driver even though he is not driving the Motor Vehicle.

Note: Where Passenger risks is not required under this extension add the following paragraph - "Endorsement No. \*\* .....shall be inoperative whilst the Motor Vehicle is let on hire to the Hirer".

\* In the case of "Act" Policies delete "Section B of".

\*\* For "Act" Policies insert No. 21

For other Policies insert No. 19

#### ENDORSEMENT 30 - REPLACEMENT PARTS

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if We exercise Our option to pay in cash for the loss or damage, then Our liability for such spareparts/accessories shall be:-

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacturer's work plus reasonable cost of transport (except air freight) and
- (b) reasonable cost of fitting

Subject otherwise to the Terms and Conditions of this Policy.

#### ENDORSEMENT 33 - PRIVATE USE - INDEMNITY TO PERSON USING

**(APPLICABLE TO MOTOR PLATE ON NAMED DRIVER BASIS AS WELL AS COMMERCIAL VEHICLES POLICIES INCLUSIVE OF SPECIAL TYPES)**

We agree to cover \*..... under \*\*Section B of this Policy whilst using the Motor Vehicle for social domestic or pleasure purposes with Your permission in respect of any act or omission of the driver provided that

- 1) Such person is not entitled to be covered under any other Policy.
- 2) Such person shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply.

Notes : \* Insert name or class of person or "any person" as the case may be.

\*\* For "Act" Policies omit the words "Section B of".

**ENDORSEMENT 34 - AGRICULTURAL AND FORESTRY VEHICLES - TRAILERS**

We agree that this Policy and its Terms and Conditions shall apply to trailers, agricultural implements or machines connected by any means whatsoever to the Motor Vehicle for the purpose of being operated or drawn.

Provided that

- (a) Section A of this Policy shall not apply to any disabled mechanically propelled vehicle.
- (b) Our liability under Section A of this Policy for loss or damage to such trailers shall not exceed Your estimate of value of trailers set against the Motor Vehicle in the Appendix to this Endorsement.
- (c) For the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailers attached thereto shall be considered as one motor vehicle.

**APPENDIX**

Motor vehicle to which trailers connected (1)	Your estimate of* value of trailers (2)

- Notes: \* (1) The value to be inserted here plus the value of the Motor Vehicle specified in Column (1) must equal the value on which premium has been paid.
- (2) Third Party Only Policies - Omit Provisos (a) and (b) and the Appendix.
  - (3) "Act" Policies - Omit Provisos (a), (b) and (c) and the Appendix.

**ENDORSEMENT 37 - AGRICULTURAL AND FORESTRY VEHICLES**

**TRAILER WHILE NOT ATTACHED - EXTENDED COVER**

We agree that this Policy and its Terms and Conditions shall apply to any trailers described in the undernoted Schedule of Trailers as though it were the Motor Vehicle\* and had set against it in the Schedule the value set against it in the under noted Schedule of Trailers.

**SCHEDULE OF TRAILERS**

** Description	Your Estimate Value

- Notes: \* Third Party Only and "Act" Policies. Omit the words "and had set ..... Trailers".
- \*\* Insert make, number or some other means of identification.

**ENDORSEMENT 38 - MOBILE CRANES**

We agree that in respect of the Motor Vehicle .....\* We shall not be liable:-

- (a) Under Section A of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire external explosion self-ignition or lightning or burglary housebreaking or theft.
- (b) Under Section B of this Policy except so far as is necessary to meet the requirements of the Legislation in respect of liability incurred by You arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

Note : \* Insert make, Registration number or some other means of identification.

N.B. 1 Omit paragraph (a) for :-

- (i) Third Party Policies

- (ii) Comprehensive Policies where an additional premium has been paid for inclusion of damage by overturning

N.B. 2 Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade, omit from paragraph (a) the words "resulting from overturning" and "except for loss or theft".

N.B. 3 Where additional premium has been paid for the inclusion of Third Party risks while in use as a tool of trade, omit paragraph (b) for Comprehensive Policies and for Third Party Policies omit Endorsement entirely.

**ENDORSEMENT 38A - INCLUSION OF ACCIDENTAL DAMAGE TO THE BOOM**

In consideration of the payment of additional premium by You to Us, the following is deemed to be covered under Section A of this Policy:-

Accidental and Unforeseen Damage to the Boom of the Crane while in use as a tool of trade.

We will NOT pay for the damage to the boom:-

- (a) caused by mechanical breakdown
- (b) caused by wear and tear

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 39 - EXCLUSION OF THIRD PARTY WORKING RISKS**

We agree that We shall not be liable under Section B of this Policy in respect of liability incurred by You arising out of the operations as a tool of the Motor Vehicle or of any plant forming part of such Motor Vehicle or attached thereto except so far as is necessary to meet the requirements of the Legislation.

**ENDORSEMENT 40 - EXCLUSION OF DAMAGE WHILE IN USE AS TOOL OF TRADE**

We agree that We shall not be liable under Section A of this Policy in respect of loss of or damage to the Motor Vehicle arising out of the operation as a tool of such Motor Vehicle or of any plant forming part of such Motor Vehicle or attached thereto.

**ENDORSEMENT 41 - MOBILE PLANT - INCLUSION OF THIRD PARTY WORKING RISKS WHERE TOOL OF TRADE IS USED ONLY FOR WORK PERFORMED IN OR UPON THE MOTOR VEHICLE OR TRAILER**

We agree that We shall not be liable under Section B of this Policy except so far as is necessary to meet the requirements of the Legislation in respect of liability arising out of:-

- (a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- (b) the operation other than in or on the Motor Vehicle of a plant forming part of or attached to such Motor Vehicle.

**ENDORSEMENT 42 - MOBILE PLANT - INCLUSION OF THIRD PARTY WORKING RISKS - ALL OTHER CASES**

We agree that We shall not be liable under Section B of this Policy except so far as is necessary to meet the requirements of the Legislation in respect of :-

- (a) death injury or damage caused by or resulting from
  - (i) subsidence, flooding or water pollution
  - (ii) damage to pipes or cables arising out of the operation as a tool of the Motor Vehicle or of any plant forming part of the Motor Vehicle or attached thereto.
- (b) damage to property resulting from the manufacture, construction, alteration, repair or treatment of such property by You.
- (c) death, injury or damage caused by or through property on which You have carried out any process of manufacture, construction, alteration, repair or treatment.
- (d) liability incurred by You arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.

**ENDORSEMENT 43 - MOBILE SHOPS AND CANTEENS**

We agree that We shall not be liable in respect of:-

- \* (a) loss or damage to .....\*\* on the Motor Vehicle.
- (b) death of or bodily injury to or illness of any person caused by or through or in connection with or arising from :-
  - (i) poisoning of any kind or foreign or deleterious matter in food or drink
  - (ii) any goods supplied at or from the Motor Vehicle or the container of such goods
  - (iii) any treatment given at or from the Motor Vehicle.

Notes: \*For Third Party and "Act" Policies omit Proviso (a).

\*\*1. In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade".

2. In the case of "Mobile Surgeries" insert the words "surgical instruments medical appliances or supplies".

**ENDORSEMENT 54 - UNSPECIFIED TRAILERS (WHILE ATTACHED TO A VEHICLE) - COMMERCIAL VEHICLE POLICIES ONLY  
(Premium paid per specified towing vehicle)**

We will cover Your trailers whilst attached to a Motor Vehicle specified in the Appendix subject to the Terms and Conditions of this Policy.

Provided that:

- (a) Section A of this Policy shall not apply to any disabled mechanically propelled vehicle.
- (b) Our liability of the Company under Section A of this Policy for loss of or damage to such trailer(s) shall not exceed the sum of .....\*
- (c) for the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailer(s) attached thereto shall be considered as one motor vehicle.

APPENDIX

Motor Vehicles to which this Endorsement applies

Notes:

- \* (1) Insert aggregate value of the highest valued trailers which may be used at any one time.
- (2) Third Party Only Policies - Omit Provisos (a) and (b).
- (3) "Act" Policies - Omit Provisos (a), (b) and (c).

**ENDORSEMENT 55 - UNSPECIFIED TRAILERS-COMMERCIAL VEHICLE POLICIES ONLY**

(Applicable to Fire Brigade Vehicles) (Premium paid per trailer)

We will cover Your trailers whilst attached to the Motor Vehicle subject to the Terms and Conditions of this Policy.

Provided that:

- (a) Section A of this Policy shall not apply to any disabled mechanically propelled vehicle.
- (b) Our liability of the Company under Section A of this Policy for loss of or damage to such trailer(s) shall not exceed the sum of .....\*
- (c) for the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailer(s) attached thereto shall be considered as one motor vehicle.
- (d) the total number of trailers in use at any one time in connection with the Motor Vehicle shall not exceed .....\*\*.

Notes:

- \* (1) Insert aggregate value of the highest Value trailers which may be used at any one time.
- \*\* (2) Insert number of trailers on which premium has been paid.
- (3) Third Party Only Policies-Omit Provisos (a) and (b).
- (4) "Act" Policies - Omit Provisos (a), (b) and (c).

**ENDORSEMENT 57 - INCLUSION OF SPECIAL PERILS**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy will cover loss or damage to Your Vehicle caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

**ENDORSEMENT 87 - AGREED VALUE CLAUSE**

The Agreed Value shown in the Schedule is the maximum amount that We will pay for Your Vehicle, less any Excess (if applicable) if Your Vehicle is stolen or totally destroyed.

We and You have agreed at the commencement of this Policy to use this value as the basis of settlement provided We are liable to pay for such loss or destruction under the terms and conditions of this Policy. The Market Value of Your Vehicle at the time of the loss will not be taken into account.

**ENDORSEMENT 89 - COVER FOR WINDSCREENS, WINDOWS AND SUNROOF**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy will cover the cost to replace or repair any glass in the windscreen, window or sunroof of Your Vehicle that is accidentally damaged including the cost of lamination / tinting film (if any) provided no other claim is submitted for this Incident. The maximum amount that We will pay under this endorsement is the amount mentioned in the Schedule under the heading 'Endorsement 89'.

If Your claim is for the damaged glass only and no other damage, We will not deduct any Excess, and You will not lose Your No Claim Discount entitlement.

If the damaged glass is replaced, the cover provided by this endorsement comes to an end as soon as the glass is replaced. If You wish to enjoy continued coverage You must buy a new endorsement cover and pay the additional premium to Us. Alternatively if the damaged glass is repaired this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit You must pay the additional premium to Us for the increased cover.

We have the final say on whether to repair or to replace the damaged glass.

#### **ENDORSEMENT 90 - COMMERCIAL VEHICLE - SECTION A - 3 TRANSPORTATION OF DAMAGED VEHICLE**

In consideration of the payment of an additional Premium, Our Limit of liability under Section A-3 is increased to the amount mentioned in the Schedule.

#### **ENDORSEMENT 91 EXCLUDING TRANSIT BY INLAND WATERWAY**

We agree that the words "inland waterway" are deleted from sub-section 1(h) (i) of Section A of this Policy.

#### **ENDORSEMENT 95 - LEASING AGREEMENT**

We note that Your Vehicle is under a Leasing Agreement with the Leasing company named in the Schedule as the Lessors. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Lessors as long as the Leasing Agreement remains valid at the time of the Incident. The receipt from the Lessors will fully discharge Us from any further claims or liability in respect of such loss or damage. For all other purposes, You are the principal party under this Policy and not as an agent or trustee for the Lessors and You have not assigned Your rights, benefits and claims under this Policy to the Lessors. You cannot assign Your rights, benefits and claims under this Policy without Our written consent.

#### **ENDORSEMENT 97 - SEPARATE COVER FOR ACCESSORIES FIXED TO YOUR VEHICLE**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover the non-standard Accessories specified in the Schedule. The maximum amount that We will pay under this endorsement is the amount mentioned in the said Schedule under the heading 'Endorsement 97'.

If Your claim is for the Accessories only and no other damages, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

This cover is terminated on the date Your claim is settled under this endorsement. To restore this cover You must pay the additional premium to Us for the renewed cover.

#### **ENDORSEMENT 97(a) - GAS CONVERSION KIT AND TANK**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to the Gas Conversion Kit and Tank of Your Vehicle as a separate item provided it is installed by a qualified installer. The maximum amount that We will pay under this endorsement is the amount mentioned in the Schedule under the heading 'Endorsement 97(a)'.

If Your claim is for the Gas Conversion Kit and Tank only and no other damage, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

This cover is terminated on the date Your claim is settled under this endorsement. To restore this cover You must pay the additional premium to Us for the renewed cover.

#### **ENDORSEMENT 101 - EXTENSION OF COVER TO THE KINGDOM OF THAILAND**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A and Section B1a(ii) of this Policy shall cover Your Vehicle while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that We provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

This endorsement does not cover legal liability under Section B1a(i) while Your Vehicle is being used in the Kingdom of Thailand.

**ENDORSEMENT 102 - EXTENSION OF COVER TO WEST KALIMANTAN**

In consideration of the payment of additional premium by You to Us, the geographical area of this Policy is extended to include West Kalimantan with effect from \_\_\_\_\_ a.m. / p.m. on [*state date*] to midnight (Malaysian Standard Time) on [*state date*] subject to the limit of liability of RM50,000 under Section B1a(i) and B1b(ii).

Subject otherwise to the terms and conditions of this Policy.

**ENDORSEMENT 103 - MALICIOUS DAMAGE**

(APPLICABLE TO MOTOR TRADE POLICY (ROAD RISK) ONLY)

In consideration of the payment of an additional premium, item (e) of Exception of Section A of the Policy is deleted.

You shall be responsible for the first RM\* ..... in respect of each and every claim.

Subject otherwise to the Terms and Conditions of this Policy.

Minimum excess RM250.00.

\* It is not permissible to grant Malicious Damage Cover unless Strike, Riot and Civil Commotion Cover is also taken up. Additional rate to be charged is 0.40% per annum (i.e. 0.30% for SRCC and 0.10% for Malicious Damage) on values per driver or Trade Plate.

**ENDORSEMENT 105 - LIMITS OF LIABILITY FOR THIRD PARTY PROPERTY DAMAGE**

In consideration of the additional premium that You paid Us for this endorsement, We agree to increase the limit of liability provided under Section B2(ii) of this Policy to RM [*state new limit*] with effect from [*state date*].

Limits of liability in excess of RM3 million up to RM20 million is allowed subject to additional premium stated as below:-

**TPPD limits of Liability**

From RM3 million up to RM4 million	-	15% of Third Party Premium
Up to RM6 million	-	30% of Third Party Premium
Up to RM10 million	-	45% of Third Party Premium
Up to RM20 million	-	60% of Third Party Premium

**ENDORSEMENT 106 - INSURER'S AUTHORISED WORKSHOP**

Condition 2(h) of this Policy is hereby amended to read as follows:-

"In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a workshop approved by Us for repairs. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and We shall have the right to decline liability under Section I of the policy".

**ENDORSEMENT 109 - EXTENSION OF COVER FOR FERRY TRANSIT TO AND/OR FROM SABAH AND THE FEDERAL TERRITORY OF LABUAN**

In consideration of the additional premium that You paid Us for this endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to Your Vehicle when in transit to and / or from Sabah and Federal Territory of Labuan.

You must bear the first 1% of the Sum Insured or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this endorsement. We have the right to deduct this amount in addition to the Excess mentioned in the Schedule of this Policy.

**ENDORSEMENT 110 - EXTENSION OF EXCURSION COVER**

(APPLICABLE TO SCHOOL, PRIVATE AND FACTORY BUSES ONLY) - for use when the excursion cover period is selected

In consideration of the payment of an additional premium by You to Us, this policy is extended to cover use of the vehicle for excursion trip/trips for the period from ..... to .....

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 110(a) - EXTENSION OF EXCURSION COVER**

**(APPLICABLE TO SCHOOL BUSES ONLY) - for use when the period granted for excursion is the same as the basic Policy**

In consideration of the payment of an additional premium by You to Us, this policy is extended to cover use of the vehicle for excursion trips within the period of insurance of the policy, subject to such trips being:

- (a) sanctioned by the Road Transport Department with Lesen Perubahan Sementara for the temporary change of the usage of the bus to excursion issued to the Insured, and
- (b) restricted to school holidays approved by government or school authorities and gazetted public holidays, Saturdays and Sundays only (no cover granted during schooling days).
- (c) if otherwise during schooling days, such study visits/trips are strictly for school children only with approval obtained from the Ministry of Education.

Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 112 - COMPENSATION FOR ASSESSED REPAIR TIME (CART)**

In consideration of the additional premium that You paid Us for this endorsement, We will pay compensation for the number of days assessed by Us as required to repair Your Vehicle under Section A of this Policy ('the assessed repair time'). We agree that payment will be based on the assessed repair time by the Adjuster or the maximum amount provided in the Schedule which ever is the lesser. The maximum rate per day and the maximum number of days that We will pay under this endorsement is limited to the amounts mentioned in the Schedule under the heading 'Endorsement 112'.

For any claim that We agree to pay under this endorsement We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

We will not pay:

- (a) if Your claim is only for breakage of glass that is payable under Endorsement 89;
- (b) for any delay in the time taken to repair Your Vehicle (beyond the assessed repair time) due to any reason at all. The final decision on the time required to repair Your Vehicle will be decided by Us irrespective of whether Your claim is lodged directly with Us or against a third party;
- (c) if Your claim is for theft or total loss of Your Vehicle; or
- (d) if Your claim is under a BER process. We will not refund any portion of the additional premium that You paid Us if You cancel this endorsement at any time

**WARRANTY NO. 1 - WARRANTY ON OVERLOADING OF VEHICLE (APPLICABLE TO ALL COMMERCIAL VEHICLES INCLUDING PRIVATE BUSES AND VANS)**

Warranted that We shall not be liable under Section A of this Policy in the event that at the time of accident giving rise to a claim under this Policy Your Vehicle carries a load in excess of the permitted weight and/or number of passengers as specified in the registration book of Your Vehicle. Provided always that this warranty shall not apply unless overloading exceeds by 10% of the permitted weight (for goods carrying vehicles).

Subject otherwise to the Terms and Conditions of this Policy.

Notes : For the purpose of calculating the number of persons where children are carried, such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.



## COMPLAINT PROCEDURES

We believe You deserve a courteous, fair and prompt service. If there is any circumstance when Our service does not meet Your expectations, please contact Us using the appropriate contact details below and provide the Policy Number / *Claim Number* and *Insured Person's Name*:

- a. Firstly with the department or person You dealt with Us on how You would like the problem to be solved.
- b. Secondly if the problem is not solved to Your satisfaction, then make a formal written complaint to Our Customer Service Department at:

Customer Service Hotline : 1-800-88-MSIG (6744)  
Fax : +603-2026 8086  
Email : myMSIG@my.msig-asia.com  
Website : [www.msig.com.my](http://www.msig.com.my)  
Address : Customer Service Department  
MSIG Insurance (Malaysia) Bhd  
Level 15, Menara Hap Seng 2,  
Plaza Hap Seng,  
No. 1, Jalan P. Ramlee,  
50250 Kuala Lumpur.

- c. Thirdly, if You are not satisfied with Our decision You can refer the matter to OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTELELINK or BNMLINK:

- i. **OMBUDSMAN FOR FINANCIAL SERVICES (OFS)**

Level 14, Main Block,  
Menara Takaful Malaysia,  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Telephone : +603-2272 2811  
Fax : +603-2272 1577  
Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

- ii. **LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)**

*(Walk-in Customer Service Centre)*  
Ground Floor, D Block,  
Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Telephone : +603-2698 8044  
Extension : 8950/8958 (BNMLINK General Line)

- iii. **CONTACT CENTRE (BNMTELELINK)**

Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia,  
P.O.Box 10922,  
50929 Kuala Lumpur.  
Telephone : 1-300-88-5465 (1-300-88-LINK)  
Fax : +603-2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## PERSONAL DATA PROTECTION

By giving Personal Data, You give Us permission for its use as described below:-

- a. To process Your Personal Data with the intention of entering into the Contract of Insurance.
- b. You consent and allow Us to retain the data and share the data with Our service providers, which include but not limited to:
  - i. Registered licensed Adjuster,
  - ii. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - iii. Insurer and Reinsurer,
  - iv. ISM Insurance Services Malaysia Berhad.
- c. For further information about MSIG's commitment to protection of Personal Data, a list of service providers and business partners that We may disclose Your Personal Data to, please refer to MSIG's Privacy Notice at [www.msig.com.my](http://www.msig.com.my).

You may also request access to or correct Your Personal Data by contacting Our Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

## TAX CLAUSE

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

**Note: In the event of a conflict between the English version used in this policy and those translated into Bahasa Malaysia, the English version will prevail.**