



Policy

Motor Trade (Tariff)

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free: 1-800-889-933
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IMPORTANT NOTICE

This is **Your Motor Trade^{Tariff} Policy**. **You** should satisfy yourself that this **Policy** will best serve **Your** needs. **You** should read and understand the **Policy** terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this **Policy**. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the **Policy** to **Us** immediately for amendment.

You must fully observe and fulfill this **Policy's** terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this **Policy**.

To help preserve the environment, **We** will send a printed copy of this **Policy** Wording once only. Please keep this **Policy** wording safely. In case of renewal and/or amendment of **Your Policy**, **We** will send **You** the **Policy Schedule** and/or **Endorsement** only. If at any time **You** require a copy of the **Policy** Wording, please download a copy from www.berjayasompo.com.my.

If **You** have any complaints relating to this **Policy**, please contact:

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur

Tel : 03-2170 7300

Toll Free : 1-800-889-933

Fax : 03-2170 4800

Email : customer@bsompo.com.my

If **You** are not happy with **Our** response, **You** may opt to contact either:

OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

Tel. : 03-2272 2811

Fax : 03-2272 1577

E-mail : enquiry@ofs.org.my

Website : www.ofs.org.my

LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel : 1-300-88-5465 /03-2174 1717 (Overseas)

Fax : 03-2174 1515

eLINK : <https://bnmlink.bnm.gov.my/>

OUR AGREEMENT WITH YOU

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.

We will indemnify **You** against loss, damage or liability as described in this Policy occurring during the Period of Insurance whilst the Motor Vehicle is on the road or is temporarily garaged during the course of a journey elsewhere other than in or on any premises owned by **You** or in **Your** occupation.

This policy reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

TYPES OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY:-

COMPREHENSIVE – Section 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.

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 fire explosion or lightning,
 - (e) by burglary, housebreaking or theft.
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:

Age of Your Vehicle (Years)	Rate of Betterment
less than 5	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:

Vehicles	Age of Vehicles based on:
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

3. Transportation of Damaged Vehicle

We will pay You up to a maximum 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

- consequential losses of any nature
- the loss of use of Your Vehicle.
- 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 or windows.
- damage caused by over-loading or strain.
- Malicious act.
- damage to Your Vehicle's tyres unless Your Motor Vehicle is damaged at the same time.
- loss of or damage to Accessories or spare parts by burglary, house-breaking or theft unless Your Motor Vehicle is stolen at the same time.
- 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 Panel Code.
- the Excess stated in the Schedule.
- 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:

- death or bodily injury to any person except those specifically excluded under Exceptions to Section 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 this Section B1(a) is unlimited:

Our total liability under Section B1(b) is limited to RM3 million:

In respect of any one claim or series of claims arising out of one event

3. 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 terms and conditions of the policy.

4. 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.

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 **You** 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, weigh 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) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (g) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and 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:

Period of Insurance	Discount
After the first year of Insurance	25%
After the second year of Insurance	30%
After the third or more years of Insurance	38 1/3%

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 here been liable to pay, **You** shall repay **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 EXCEPTION (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** authorised 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 expenses 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 rights 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

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. Accident 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 settlement of any claim.
- (g) No repairs may be authorised 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 Approval **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, 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:

Period of Insurance	Refund of Premium %
Not exceeding 1 week	87.5% of the annual premium
Not exceeding 1 month	75.0% of the annual premium
Not exceeding 2 months	62.5% of the annual premium
Not exceeding 3 months	50.0% of the annual premium
Not exceeding 4 months	37.5% of the annual premium
Not exceeding 6 months	25.0% of the annual premium
Not exceeding 8 months	12.5% of the annual premium

Exceeding 8 months	Not refund of premium allowed.
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- (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 precaution 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** refer to the Insurance Company
2. **You/Your/Yourself** refer 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 organization(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.

SPECIAL PERILS/CLAUSES/WARRANTIES

The following special perils/clauses/warranties only apply when specified in the schedule.

Endorsement 2: Excess Damage Claim

You are responsible for the excess specified in the schedule in respect of each and every claim payable under Section A of this Policy in addition to any other excess that may be applicable.

This excess is not applicable to loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

N.B.: The amount of Excess mentioned herein shall be held to apply in addition to any other Excess that may be applicable to this Policy.

Endorsement 3(p): Third Party Only

The cover provided for in this policy is limited to Third Party only i.e. Section B (LIABILITY TO THIRD PARTIES).

Section A (LOSS OR DAMAGE TO **YOUR VEHICLE**) is cancelled.

Subject otherwise to the Terms and Conditions of this Policy.

Endorsement 3 (q): Third Party Fire and Theft

The cover provided for in this policy is limited to Third Party Fire and Theft only.

Section A (LOSS OR DAMAGE TO **YOUR VEHICLE**) of this policy will cover **You** if **Your Vehicle** is damaged or lost by fire, explosion, lightning, burglary, housebreaking or theft and Section B (LIABILITY TO THIRD PARTIES).

Subject otherwise to the Terms and Conditions of this Policy.

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 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 spare parts **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 fitting such spare parts/**Accessories**

Subject otherwise to the Terms and Conditions of this Policy.

Endorsement 57: Inclusion of Special Perils

In consideration of the payment of additional premium by **You** to **Us** the following peril(s) is/are deemed to be covered under Section A of this Policy:

Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.

Subject otherwise to the Terms and Conditions of this Policy.

Endorsement 106: Insurer’s Authorised Workshop

Conditions 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 PIAM Approved Repairers Scheme (PARS) workshop selected and 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 A of the Policy.

Note: This Endorsement is for use by insurers who have their own panel of repairers selected from the PARS list.

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 the **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.

Note: 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.

SLE: Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.