BERJAYA SOMPO INSURANCE

SOMPO, A Century of Trust

Policy

# Commercial Vehicle
## (Non-Tariff)

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

This is **Your** Commercial Vehicle **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, before **You** purchase this **Policy**.

**You** must fully observe and fulfill the terms, conditions and warranties of this **Policy** to enjoy the coverage provided. If **You** have any questions after reading these documents or if there are any change in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this **Policy.**

This **Policy** is also available in Bahasa Malaysia**.** If **You** require a version in Bahasa Malaysia, please visit any of **Our** offices nationwide or 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 |
| Tol 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)**
Bank Negara Malaysia
Ground Floor, Blok D
Jalan Dato Onn
50480 Kuala Lumpur

| | |
|---|---|
| Tol free | : 1-300-88-5465 |
| General Line | : 603-2698-8044 / 2698 9044 / 9179 2888 |
| Fax | : 03-2174 1515 |
| Email | : bnmtelelink@bnm.gov.my |
| eLINK | : telelink.bnm.gov.my |
| SMS | : 15888 |

## OUR AGREEMENT

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**.

## 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

This section spells out what **We** cover under Section A and is only applicable if **You** have Comprehensive cover.

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 the 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:

| Age of Vehicles/Years | Rate of Betterment (Not to exceed following %) |
|---|---|
| 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 vehicle 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**

(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, windows or sunroof including lamination/tinting film, if any,
(d) damage caused by overloading 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 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 the date.

## SECTION B: LIABILITY TO THIRD PARTIES

1. **We will indemnify You or Your authorised driver for the amount which You or Your authorised 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 this Section B1(a) is unlimited : In respect of any one claim or series of claims arising
**Our** total liability under Section B1(b) is limited to RM3 million : 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 anyone disabled Motor Vehicle.

**Provided that:**

(a) such towed vehicle is not towed for 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 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.

**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** authorised 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 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) 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 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 | 15% |
| After the second year of Insurance | 20% |
| After the third 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 **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 alcohol 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 |

(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 Policy holder 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 1 – Excess All Claims**
**You** are responsible for the excess specified in the schedule in respect of each and every claims payable (including costs and expenses and expenditure incurred by **Us** in the conduct, defence and settlement of any claim) under Section A/Section A1(e) & 1(f) (delete where not applicable) of this Policy in addition to any other excess that may be applicable.

If the expenses incurred by **Us** includes the amount for which **You** are responsible, such amount shall be repaid to **Us**.

Subject otherwise to the Terms and Conditions of this Policy.

Note: 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 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 additional 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 15 – Hire Purchase**
**We** have noted and agreed that the H.P Company named in the schedule (hereinafter referred to as the Owners) are the Owners of **Your Vehicle** under a Hire Purchases Agreement made between the Owners and **You**. Any payment for the loss or damage to **Your Vehicle** (which loss or damage is not made good by repair reinstatement or replacement) under Section A of this Policy will be paid to the Owners so long as they are the Owners of **Your Vehicle**. Their receipt shall be a full and final discharge to **Us** in respect of such loss or damage. This Policy is issued to **You** as the principal party and not as agent or trustee for the Owners nor as an assignment by **You** to the Owners of **Your** rights, benefits and claims under this Policy. **You** shall not assign **Your** rights benefits and claims under this Policy without prior written consent from **Us**.

Subject otherwise to the Terms and Conditions of this Policy.

**Endorsement 15(a) – Employer's Loan**
**We** have noted and agreed that the Company/Firm named in the schedule, under H.P. Company or other Interest are interested in any moneys payable to **You** vide this Policy in respect of loss or damage to **Your Vehicle** (which loss or damage is not made

good by repair reinstatement or replacement ) and such moneys shall be payable to such Company/Firm until notice is given to **Us** that they have no financial interest in **Your Vehicle**, and their receipt shall be a full and final discharge of **Our** liability in respect of such loss or damage.

Except by this Endorsement, nothing herein shall modify or affect **Our**/**Your** rights and liabilities under this Policy.

Subject otherwise to the Terms and Conditions of this Policy.

Note: *Insert name of Employer, Government or private.

**Endorsement 19 – Passenger Risk (Not applicable to "Act" Policies)**
**We** agree that Exception (c) Section B of this Policy is cancelled.

*Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than ……** persons (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 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 of 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**
**We** have noted and agreed that the words "strike riot and civil commotion" in General exception 4 of this Policy shall not apply to any accident loss damage or liability directly caused by
(1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
(2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
(a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder **You** shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof **We** shall not be liable to make any payment in respect of such a claim.

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 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.

**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 damage to the boom:
(a) caused by mechanical breakdown
(b) caused by wear and tear

Excess – 2% of Sum Insured inclusive of the Boom.

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 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 the 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 Class – 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 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 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 89 – Breakage of Glass in Windscreen, Window or Sunroof**
In consideration of the payment of additional premium by **You** to **Us**, **We** will pay the cost of replacing or repairing any glass in the windscreen, window or sunroof including lamination/tinting film, if any, of **Your Vehicle** following breakage of such glass up to an amount not exceeding the amount as specified in the schedule.

Provided no claim is made for any further damage to **Your Vehicle**, any claim under this endorsement shall not affect **Your** No Claim Discount and **You** shall not be liable for any excess as stated in the policy.

This benefit shall automatically be terminated upon replacement of any glass in the windscreen, window or sunroof unless the cover is reinstated by payment of a further additional premium.

**You** may however, subject always to **Our** agreement whether obtained before or after repair, exercise an option to repair the damaged windscreen, window or sunroof of **Your Vehicle**. In the event **You** opt to repair, **We** will continue to provide this benefit to **You** during the currency of this period for the amount as stated above:
(a) Less any claim paid by **Us** for the repair; or
(b) For the reinstated original amount provided **You** have paid to **Us** a further additional premium for reinstatement.

However, in the event of a dispute on the option to repair or replace, **Our** decision shall be final.

Subject otherwise to the Terms and Conditions of this Policy.

**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 Endorsement**
**We** have noted and agreed that:
(1) …… (hereinafter referred to as the Lessors) are the owners of **Your Vehicle** which is the subject of a Leasing Agreement made between the Lessors and **Yourself** of the other part.
(2) any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability on **Our** part to **You** under Section A of this Policy shall be made to the Lessors as long as they are owners of **Your Vehicle** and their receipt shall be a full and final discharge to **Us** in respect of such loss or damage.
(3) Regardless of any provision in the Leasing Agreement this Policy is issued to **You** as the principal party and not as agent or trustee for the Lessors. **You** cannot assign to the Lessors (whether legal or equitable) **Your** rights benefits and claims under this Policy.
(4) Nothing herein shall be construed as creating and vesting any right in the Owner/Lessor to sue **Us** in any capacity whatsoever for any breach of **Our** obligations.

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 the 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.

**Endorsement 109 – Extension of Cover for Ferry Transit to and/or from Sabah and/or from Sabah and the Federal Territory of Labuan**
**We** will cover **You** under Section A of this Policy if **Your Vehicle** is damage or lost when in Transit to and/or from Sabah and Federal Territory of Labuan.

In the event of any claim arising from this extension, **You** are responsible in respect of each and every event for an excess of 1% of Sum Insured or RM500.00 (whichever is higher) in addition to the Excess stated in the schedule.

Subject otherwise to the Terms and Conditions of this Policy.

Additional Premium: A 10% loading on the Net Annual Premium (Gross Premium less NCD but before commission to intermediaries) and subject to an excess of 1% of Sum Insured or RM500.00 (whichever is higher).

**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 payment of additional premium by **You** to **Us**, **We** will pay compensation at the rate of ___per day up to ____days or the number of days assessed as required for repair of such Motor Vehicle whichever is lesser following a loss damage covered under Section A of this Policy. No excess shall be applicable for this endorsement. Such compensation shall not be payable in the event the loss or damage is confined only to breakage of any glass in the windscreen, window or sunroof of **Your Vehicle**.

Provided that:
(a) such benefit shall be payable based on the loss adjuster's assessment of the days required for actual repair but exclude any delays howsoever caused whether the claim for loss or damage to **Your Vehicle** covered under Section A is either lodged with **Us** or against a Third Party. In any dispute, the assessed repair time determined by **Us** shall be final.
(b) the benefit is payable for partial loss (excluding theft and total loss) of the insured vehicle.

**You** can make more than one claim under this Policy endorsement provided the total number of days in accumulation that **You** can claim does not exceed the cover purchased.

Any claim under this endorsement shall not affect the No-Claim-Discount.

No refund shall be allowed for cancellation of this endorsement unless the cancellation is effected together with the cancellation of the policy.

Subject otherwise to the Terms and Conditions of this Policy.

Note: A claim under this benefit shall not prejudice the insured's right to make a claim from a third party insurer. However, the insured's third party claim, is subject to the principle of indemnity and any sums paid under this benefit will be subtracted from the said third party claim.

**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.