

Policy

COMMERCIAL VEHICLE

COMMERCIAL VEHICLE POLICY 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 Contract (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:-

Age of Vehicles/ Years	Rate for Betterment (Not to exceed following %)
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:-

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

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 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 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 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 Section B1(a) is unlimited.)	in respect of any one claim or series
Our total liability under Section B1(b) is limited to RM3 million.)	of claims 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 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 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 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 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) 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 twelve (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 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 Insurer's Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurer's 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 authorised driver drive 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 any 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 Contract

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 the 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 conviction 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 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 Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of this 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 fourteen (14) days written notice by registered post to Your last known address.
- (c) You shall within seven (7) 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
Not exceeding 1 month	75.0 of the total premium
Not exceeding 2 months	62.5 of the total premium
Not exceeding 3 months	50.0 of the total premium
Not exceeding 4 months	37.5 of the total premium
Not exceeding 6 months	25.0 of the total premium
Not exceeding 8 months	12.5 of the total premium
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 in Arbitrator within one (1) 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 (12) 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 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 refers 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 of 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

The following endorsements do not form part of this Policy contract and are not applicable unless specified in the policy Schedule.

1. EXCESS ALL CLAIMS

You are responsible for the first of each and every claim payable (including costs and expenses and expenditure incurred by Us in the conduct, defence and settlement of any claim) under Section
* 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:* Comprehensive Policies - Insert "Section A of " Third Party Fire & Theft - Insert "Section A1(e) & 1(f) of".

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.

2. EXCESS DAMAGE CLAIM

You are responsible for the first 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

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.

15. HIRE PURCHASE

We have noted and agreed that (hereinafter referred to as the Owners) are the Owners of Your Vehicle under a Hire Purchase 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 the 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.

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 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 adjustment 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.

Note:* 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.

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 (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.

Note:* 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.

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 to 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.

26. HIRE 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 eventhough 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

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;

and (b) reasonable cost of fitting such spare parts/ accessories

Subject otherwise to the Terms and Conditions of this Policy.

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 of 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.

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.

Subject otherwise to the Terms and Conditions of this Policy.

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.

40. EXCLUSION OF DAMAGE WHILE IN USE AS A 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.

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.

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 RM.....

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.

95. LEASING

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.

101. EXTENSION OF COVER TO THE KINGDOM OF THAILAND (EXCLUDING THIRD PARTY BODILY INJURY LIABILITY)

In consideration of the payment of additional premium by You to Us the geographical area of this policy is extended to include the Kingdom of Thailand with effect from 12.00 a.m./p.m. on to midnight (Malaysian Standard Time) on subject to the limit of liability of RM100,000 under Section B1(b).

Subject otherwise to the Terms and Conditions of this Policy.

N.B.1 The extension of cover does not include legal liability to Third Party for Bodily Injury as prescribed under The Protection For Motor Vehicle Accident Victims Act (1992) of Thailand.

N.B.2 The extension is applicable to commercial vehicle private car and motorcycle only.

N.B.3 Additional rate to be charged are as follows:

- (i) Private Car Policy (Per Annum)
Comprehensive Cover -
20% of Net Annual Premium
Third Party Cover -
50% of Net Annual Premium
(Minimum Premium: RM20.00)
- (ii) Commercial Vehicle Policy (Per Annum)
Comprehensive Cover -
20% of Net Annual Premium
Third Party Cover -
30% of Net Annual Premium
(Minimum Premium: RM20.00)
- (iii) Motorcycle Policy (Per Annum)
Comprehensive Cover -
15% of Net Annual Premium
Third Party Cover -
15% of Net Annual Premium (Minimum Premium: RM15.00)

For an extension of less than a year, short period rates would apply but subject to the above minimum premium.

N.B.4 The limit of liability of RM100,000 would only be applicable to third party property damage claim. For Own Damage claim, the limit of liability of Insurers would be in accordance with the Sum Insured of the Policy.

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.

109. EXTENSION OF COVER FOR FERRY TRANSIT TO 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)

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 an excursion trip/trips for the period fromto

Subject otherwise to the Terms and Conditions of this Policy.

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 holiday, 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.

CVA87 : AGREED VALUE CLAUSE (NON-TARIFF)

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.

CVA113 : REFERENCE TO MOTOR VEHICLE MARKET VALUATION SYSTEM (NON-TARIFF)

This refers to the motor vehicle market valuation system provided by a relevant company ("Provider") that is used to determine the sum insured of Your Vehicle at the time You purchased / renewed this Policy as well as the Market Value at the time of the loss.

When a claim is made, the Market Value of Your Vehicle would be determined by the market valuation system of the Provider and this value would be accepted as the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.

If no market value is available from the market valuation system of the Provider for Your Vehicle, the market value of the Vehicle would be determined by a Loss Adjuster, agreed to by both You and Us.

The valuation done by the Provider or Loss Adjuster will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.

Subject otherwise to the terms and conditions of this Policy.

Notes :

1. Provider – this refers to SNK Holdings Sdn. Bhd.
2. Market Value - This refers to the reasonable cost to buy another vehicle of the same make, model, age and general condition similar to Your Vehicle at the time of loss. The Market Value of Your Vehicle at the time of loss would be determined according to the terms of the option that You had chosen at the time You purchased this Policy. If You had opted for a market valuation

system to determine Your Sum Insured then the Market Value would be based on that valuation system. However, if You had not opted for a market valuation system then the Market Value of Your Vehicle in the event of dispute would be determined by the Head Office of the franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of Your Vehicle at the time of loss. If this valuation is not available or appears in Our opinion to be unduly low or high then valuation will be determined by a Loss Adjuster registered under the Financial Services Act 2013, agreed by both You and Us.

CVPAB-TW : TRUCK WARRIOR (NON-TARIFF)

SECTION 1 - VEHICLE ASSISTANCE PROGRAM BENEFITS

This endorsement entitles You to Vehicle Assistance Program Benefits arranged by Us, twenty four (24) hours a day, three hundred sixty five (365) days a year, anywhere in Malaysia excluding the islands except for Penang and Langkawi. The services will only be rendered to Your Vehicle specified in the Schedule in the event of an accident or breakdown to Your Vehicle. You/the authorised driver of Your Vehicle must call the 24-Hour Toll Free number **1 800 22 5542** or Land Line **603 2264 0560** to request for the services below.

(A) 24-HOUR EMERGENCY TOWING

If Your Vehicle breaks down and it is not possible to repair Your Vehicle at the site, We or Our service provider will assist to tow Your Vehicle up to the distance specified in the Schedule (roundtrip by the tow truck). You/the authorised driver will only be charged additional towing costs if the roundtrip exceeds the distance specified in the Schedule. You/the authorised driver are/is given flexibility as to where You/the authorised driver want Your Vehicle towed, either back to Your address as shown in the Schedule or a secure place for the Vehicle to be garaged (pursuant to Your/the authorized driver's instructions) or to Your/the authorised driver's own preferred workshop. Additional cost of towing is approximately RM5.00 per km (roundtrip). However, the cost of towing may change according to prevailing market rates. Toll charges are excluded in the towing service.

In the event of an accident, We or Our service provider will assist to tow Your Vehicle to a panel workshop and the cost of towing may be claimable according to Section A-3 of this Policy.

TERRITORIAL LIMITS

The twenty four (24) hours emergency towing services shall be made available in the event Your Vehicle is immobilized anywhere in Malaysia excluding the islands except for Penang and Langkawi.

(B) MINOR ROADSIDE REPAIR

We or Our service provider shall organize and pay for labour costs for minor roadside repairs of Your Vehicle up to a maximum of two (2) labour hours per event. If the repairs cannot be completed within two (2) hours, then We or Our service provider will tow Your Vehicle to a workshop.

We or Our service provider shall not be responsible for any cost incurred for spare parts required during the minor roadside repairs and/or repairs carried out at the workshop.

SECTION 2 - ADDITIONAL BENEFIT

(A) COMPASSIONATE FLOOD COVER

In the event of damage due to flood to Your Vehicle, We will pay You an allowance as specified in the Schedule for any one incident. You/the Authorised Driver must provide to Us a copy of the police report on the flood incident, original receipts for the expenses incurred and photographs of Your Vehicle before and after the repair works.

SPECIAL CONDITIONS:

1. Benefit (A) 24-Hour Emergency Towing and Benefit (B) Minor Roadside Repair under Section 1 are limited to a combined total of three (3) claims within the first twelve (12) months of the Period of Insurance, after which Section 1 shall cease to be in force.
2. You shall only be entitled to request for or claim the Benefits under Section 1 and Section 2 within the first twelve (12) months of the Period of Insurance even if such period is extended for any reason whatsoever.
3. Notwithstanding the above, if the Period of Insurance is extended to cover Your Vehicle beyond twelve (12) months, the Benefits under this endorsement may be extended as well subject to an additional payment of the full premium applicable for this endorsement.

GENERAL EXCLUSIONS:

This Endorsement does not provide coverage under the following circumstances:

1. While Your Vehicle is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with motor trade;
2. Damage to all body parts of Your Vehicle including wear and tear damage.

EXCLUSIONS TO SECTION 1 – VEHICLE ASSISTANCE PROGRAM BENEFITS

We or Our service provider shall not be required to provide services under the following circumstances:

1. Where services are not organized or pre-approved directly by Us or Our service provider;
2. Where cost of services are claimable under Section A-3 of this Policy (e.g. towing cost in the event of an accident);
3. Any cost on parts and cost of repairs at the workshop or service centre;
4. If Your Vehicle is or has been modified for participation in rally and racing or modified against government regulations;

5. Where services are provided outside the stipulated territorial limits;
6. Failure of You/the Authorised Driver of Your Vehicle to take reasonable precautions or to follow warnings of any intended strike, riot or civil commotion via the mass media;
7. Where any illegal or unlawful act is committed by You/the Authorised Driver of Your Vehicle or where Your Vehicle is used for any unlawful or illegal purposes;
8. Where services are to be rendered to any private vehicle;
9. When the Vehicle keys are not available or are locked inside Your Vehicle;
10. When there is no mechanical part in Your Vehicle, such as no engine or transmission;
11. Where towing of Your Vehicle is for the purpose of disposing it;
12. Where towing of Your Vehicle is for the purpose of transferring Your Vehicle from one workshop to another;
13. When there is no valid road tax disc displayed on Your Vehicle;
14. Where towing is sought for Your Vehicle which was stolen but is subsequently discovered or found abandoned or where towing is sought for due to vandalism to Your Vehicle;
15. Where Your Vehicle has been dismantled partially or fully in a workshop;
16. Towing of Your Vehicle where the weight of Your Vehicle is greater than the weight capacity it was designed to accommodate as stated in Your Vehicle's manufacturer's specifications;
17. Towing of Your Vehicle where the registration number does not match with the number registered with Us or Our service provider;
18. If Your Vehicle suffers a mechanical breakdown and is immobilized on an unpaved road surface or on a road that is not gazetted road of the Malaysia Road System; and
19. If Your Vehicle requires the use of special equipment during the recovery.

Subject otherwise to the terms and conditions of this Policy.

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

THIS POLICY AND ITS CONDITION SHOULD BE EXAMINED AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION






Lodging of Complaints

We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve you better.

To provide us with your feedback, you may contact us via the following channels:

Write to:

Customer Feedback Center, Allianz Arena, Ground Floor Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

 1 300 22 5542   AllianzMalaysia  customer.service@allianz.com.my  allianz.com.my

Avenues to Seek Redress

You may submit your complaint to the Ombudsman for Financial Services (OFS) if you are not satisfied with our final response or decision, in the event that your complaint is within the scope of the OFS as well as the following monetary thresholds:

- (1) Insurance claims not exceeding RM250,000.00; and
- (2) Motor third party property damage claims not exceeding RM10,000.00.

The OFS can be contacted at the following address:

Ombudsman for Financial Services, Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

 03 2272 2811  03 2272 1577  enquiry@ofs.org.my  www.ofs.org.my





If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

Write to (BNMTELELINK):

Pengarah, LINK & Pejabat BNM, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur.

Walk-in (BNMLINK):

Ground Floor, Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur.

 1 300 88 5465  03 2174 1515  bnmtelelink@bnm.gov.my  www.bnm.gov.my

You may check with our Customer Feedback Center on the types of complaints handled by the OFS or BNM before submitting your complaint.

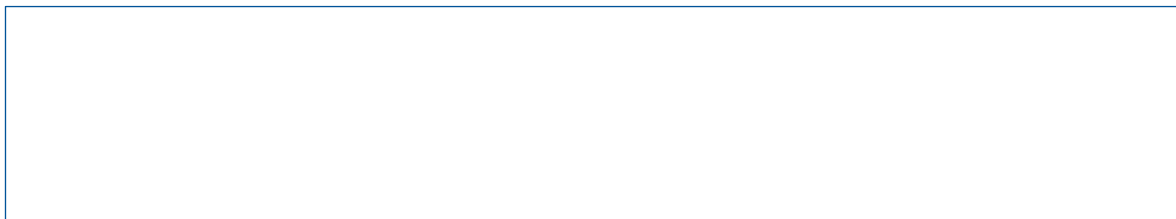
Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)

(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz Customer Service Center

Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Allianz Contact Center: 1 300 22 5542 Email: customer.service@allianz.com.my   AllianzMalaysia  allianz.com.my



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