

## **TUNE PROTECT MALAYSIA**

TUNE INSURANCE MALAYSIA BERHAD

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SST Registration No. W10-1808-31039805



# **COMMERCIAL VEHICLE POLICY**

### **TYPES OF COVER**

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.**

### **Note:**

- It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance.
- All accidents must be reported to the police within 24 hours.

# COMMERCIAL VEHICLE POLICY

## Our agreement with You

Where Your Vehicle is used for purposes related to Your trade, business or profession, the following applies:

### Non-Consumer Insurance Contract

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

### 4. Exceptions to Section A

#### We will NOT pay for

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

## SECTION B – LIABILITY TO THIRD PARTIES

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

- (a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
  - (b) damage to property as a result of an accident arising out of the use of Your Vehicle
- provided Your authorised driver also complies with all the terms and conditions of the policy that You are subject to.

### 2. Limits of Our Liability

Our total liability under Section B1(a) is unlimited ) in respect of any one claim or series  
 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 reward
- (b) we are not liable for loss or damage to such towed vehicle or property being conveyed thereon

### 4. Cover for Legal Representatives

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

### 5. Legal Costs

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

### 6. Exceptions to Section B

#### We will NOT pay for:

- (a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Vehicle.
- (b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by

You or by Your authorized driver.

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

## NO-CLAIM-DISCOUNT

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

Period of Insurance	Discount
After the first year of insurance	15%
After the second year of insurance	20%
After 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

- 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.
- 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.
- 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:**

- 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.
- If You or Your authorized driver drives Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
- 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.
  - 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.
- 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.
- 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.
- 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.
- 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.
- 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 Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to an Approved Repairer for repairs. Failure to remove Your Vehicle to an Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the Policy.
- (i) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, We may pay to You the full amount of Our liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defence settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses howsoever incurred by You or any claimant or any person after We have relinquished such conduct.

### 3. CANCELLATION

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

Period of Insurance	Refund of Premium %
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 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:

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

#### 8. PREVALENT POLICY WORDING

For avoidance of doubt, the English version of this Policy wording will prevail over the Bahasa Malaysia version at all times.

#### 9. ACCURACY OF INFORMATION

This Policy is issued based on the information You have provided at the point of application and Our acceptance, inclusive (but not limited to) of the information/declaration You have provided at the pre- contractual stage of this Policy. In the event such information is inaccurate/outdated, please notify Us of the same in writing, by visiting any of Our branches or by email to [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com) within fifteen (15) days of the receipt of Your Policy and/or such information is no longer deemed applicable and/or inaccurate with reasonable proof. This enables Us to make the necessary amendments. In the event no notification is received or upon failure to notify of any inaccuracies, all the information under this Policy shall be deemed accurate.

#### 10. PERSONAL DATA AND PRIVACY

You have read the Tune Protect Privacy Policy (<https://www.tuneprotect.com/privacy-policy/>) and agree that all personal data provided to the Company by You and/or the Insured and/or acquired by the Company from the public domain, as well as personal data that arises as a result of the provision of cover to You and/or the Insured is subject to said Privacy Policy as may be varied from time to time.

#### 11. ANTI-BRIBERY AND CORRUPTION

- You shall comply, and/or shall procure or ensure that Your directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by Us and have in place adequate controls and procedures to prevent corruption.
- In the event of a breach by You, We shall be fully entitled to terminate the Policy without any liability howsoever with written notice with immediate effect. You shall hold the Company harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by You, Your directors, employees, subcontractors and/or agents.

### DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

- We/Us/Our refers to the Insurance Company.
- You/Your/Yourself refers to the Policyholder and/or Insured.
- Your Vehicle refers to the vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
- 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. Approved Repairer  
This refers to any of the following:
- (a) motor repair workshops which are on Our panel of approved workshops;
    - (i) We will ensure there are adequate number of Our panel of approved workshops to provide reasonable and convenient access to You;
    - (ii) Where there are no panel of approved workshops at any nearby locations in the event of an Incident, We may at Our discretion choose to either:
      - assist You in accessing the nearest workshop on Our panel and arrange for towing services to such selected workshop at no cost to You; or
      - allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by Us.
  - or
  - (b) any other repairer that We have given You special permission to use. The circumstances under a special permission may be granted by Us includes:
    - (i) no Approved Repairer described in (a) above is available at the location of Your Vehicle, and We are unable to assist You in accessing the nearest workshop on Our panel or that is registered with JPJ;
    - (ii) repairs that require special expertise from specific repairers which cannot be provided by an Approved Repairer; and
    - (iii) franchise repairers.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code is as follows:  
Whoever by deceiving any person, whether or not such deception was the sole or main inducement:
- (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
  - (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".
8. Criminal breach of trust as defined in the Penal Code is as follows:  
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".
9. Acts of terrorism.  
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

## ENDORSEMENTS

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.

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.

### 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.

### 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.

### 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 License 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

We will pay the amount which You are legally liable to pay (other than liability under any Workmens' 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.

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

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

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

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

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

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

### **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 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.

### **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 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.

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

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

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

### **42. MOBILE PLANT – INCLUSION OF THIRD PARTY WORKING RISKS – ALL OTHER CASES**

We agree that We shall not 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.

**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 an Repairer 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.

#### 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 from .....to.....

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:

- 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
- restricted to school holidays approved by government or school authorities and gazetted public holiday, Saturdays and Sundays only (no cover granted during schooling days).
- 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.

#### 592. ENDORSEMENT: MOTORIST PERSONAL ACCIDENT

In consideration of the additional premium that You paid Us for this endorsement, We will pay the amount as stated in the Schedule of Benefits of this endorsement if You or Your Insured Person suffers Bodily Injury caused solely and directly due to an Accident whilst driving in Your Vehicle with Your permission or traveling as Attendant in Your Vehicle or whilst boarding or alighting from Your Vehicle results in Accidental Death or Permanent Disablement or necessitating medical and surgical treatment as hereinafter defined subject to the terms and conditions of this endorsement.

#### SCHEDULE OF BENEFITS

ITEM	BENEFITS	SUM INSURED (RM)			
		PLAN B	PLAN C	PLAN D	PLAN E
1)	Accidental Death (Per Insured Person)	30,000	40,000	50,000	60,000
2)	Permanent Disablement (Per Insured Person)	30,000	40,000	50,000	60,000
3)	Medical Expenses (Per Insured Person for any one Accident)	1,000	1,250	1,500	2,000

4)	Bereavement Allowance (Per Insured Person)	1,000	1,000	1,000	1,000
5)	Hospital Income (Up to a maximum of 30 days per Period of Insurance per Insured Person)	50	50	50	50

**BENEFIT 1 – ACCIDENTAL DEATH**

If You and/or the Insured Person sustains Bodily Injury directly resulting in Accidental Death, whilst travelling in, boarding or alighting from Your Vehicle within twelve (12) calendar months from the occurrence of an Accident, We will pay the amount stated in the Schedule of Benefits in this endorsement according to the plan selected as per as shown in Your Schedule.

**BENEFIT 2 – PERMANENT DISABLEMENT**

If You and /or the Insured Person sustains Bodily Injury directly resulting in Permanent Disablement within twelve (12) calendar months from the occurrence of an Accident in Your Vehicle, We will pay the amount specified hereunder to You and/or each Insured Person:

**SCALE OF BENEFITS**

Bodily Injury resulting in	Percentage of Sum Insured
a) Loss of both hands or both feet	100%
b) Loss of sight of both eyes	100%
c) Loss of one hand and one foot	100%
d) Loss of either one hand or foot and Loss of sight of one eye	100%
e) Total paralysis (from the neck down)	100%
f) Permanent quadriplegia (Loss or permanent total Loss of use of four limbs)	100%
g) Loss of either one hand or one foot	50%
h) Loss of sight of one eye	50%
i) Loss of four fingers and thumb in one hand	50%
j) Loss of hearing of both ears	50%
k) Loss of speech	50%
l) Loss of all toes	50%

Any disablement which is not specified under the Scale of Benefits is excluded from this Policy.

When more than one (1) Bodily Injury arises from one Accident, the maximum percentage of sum insured shall not exceed 100% for You or each Insured Person. The aggregate amount of all percentages payable in respect of any one (1) Accident for You or each Insured Person shall not exceed 100% of the Sum Insured.

In the event a total of 100% of this benefit is paid in one or more Accidents during the Period of Insurance, all coverage hereunder shall immediately cease to be in force.

All other losses that has been paid under Benefit 1 and Benefit 2 shall reduce the coverage by that amount from the date of that Accident until the expiry of Period of Insurance.

**BENEFIT 3 – MEDICAL EXPENSES**

If You and/or the Insured Person sustains Bodily Injury due to an Accident to Your Vehicle whilst travelling in, boarding or alighting from Your Vehicle and You and/ or the Insured Person require treatment by a Physician or Surgeon, Hospitalisation or the employment of a licensed or graduate nurse, We will pay the actual expenses incurred for treatment, hospital charges and nurses fee up to the stipulated limits per Insured Person for any one (1) Accident as stated in the Schedule of Benefits shown in this endorsement up to a period of one hundred and eighty (180) days from the date of the Accident.

**BENEFIT 4 – BEREAVEMENT ALLOWANCE**

We will pay the next of kin or legal representative the amount stated in the Schedule of Benefits show in this endorsement in the event of You and/or the Insured Person's Accidental Death whilst travelling in, boarding or alighting from Your Vehicle.

**BENEFIT 5 – HOSPITAL INCOME**

If You and/or the Insured Person sustains Bodily Injury due to an Accident resulting in You and/or the Insured Person's Hospitalisation for more than twenty four (24) hours following the occurrence of an Accident involving Your Vehicle, whilst travelling in, boarding or alighting from Your Vehicle. We will pay a daily cash allowance as specified in the Schedule of Benefits shown in this endorsement up to a maximum of thirty (30) days per Period of Insurance provided that such Hospitalisation occurs within fourteen (14) days of the Accident. In the event the Period of Insurance is less than twelve (12) months, the thirty (30) days Hospitalisation time limit will be apportioned in accordance to the Period of Insurance.

**SPECIAL PROVISIONS**

1. The endorsement pays up to 3 Insured Persons (including driver). However, in the event additional person(s) are to be covered, an additional premium is to be paid and the number of Insured Persons shall not exceed the seating capacity as stated in the Vehicle

Registration issued by the Jabatan Pengangkutan Jalan Malaysia (JPJ). In the event that the actual number of persons traveling in the vehicle exceeds the number stated in the Schedule of the Policy, Our limit of liability per person shall be reduced proportionately,

2. In the event that the actual number of persons travelling in the vehicle exceed the number stated in the Schedule of the Policy, Our Limit of Liability per person will be reduced by the ratio of the actual number of Attendant(s) to that of the number of Attendant(s) declared.
3. The Insured Person must not be less than 21 years old or more than 70 years old.
4. All endorsement benefits described in Benefit 1 to Benefit 5 shall cease upon 100% pay-out under Benefit 1 and Benefit 2.

#### **CONDITIONS APPLICABLE TO THIS ENDORSEMENT**

1. The due observance and fulfilment of the terms and conditions of this endorsement insofar as they relate to anything to be done or not to be done by You and/or the Insured Person or his/her legal personal representative shall be conditions precedent to any liability of Us to make any payment under this endorsement.
2. If as a consequence of the Accident to either You and/or the Insured Person shall sustain a Bodily Injury and if such Bodily Injury has been or shall be aggravated by any disability and/or condition which existed prior to the Accident, the amount of any compensation payable shall be the amount at Our sole and absolute discretion considers would have been payable if such condition had not existed and the Bodily Injury had not been aggravated as such.
3. Upon the happening of an Accident likely to give rise to a claim under this endorsement, You shall within fourteen (14) days after the happening of the Accident give notice to Us with full particulars of the Accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice. You and/or the Insured Person (or Your and/or Your Insured Person's legal personal representatives, as the case may be) shall at the expense of You and/or the Insured Person furnish to Us all such certificates information and evidence as may be required by Us and You shall whenever reasonably required to do so submit to medical examination. In the event of You and/or the Insured Person's death), We shall be entitled to have a post-mortem examination at You and/or the Insured Person's legal representative's expense and notice shall when practicable be given to Us before interment or cremation stating the time and place of any inquest appointed.
4. Compensation for Your loss of life and medical expenses shall be payable to You or Your legal personal representative. All other compensation of this endorsement which are payable other than to You shall be payable directly to the injured Insured Person or to such Insured Person's legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such Insured Person.
5. In the event You disposed Your Vehicle either by sale, transfer of ownership, total loss or theft, this endorsement shall cease to operate.
6. This endorsement shall lapse/terminate upon the expiry of the Period of Insurance falling after Your seventieth (70th) birthday.
7. This endorsement, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Parties agree that the Malaysian Courts shall have exclusive jurisdiction hereto.
8. All premiums shall be paid in Malaysian Ringgit. In the event that You and/or the Insured Person shall be admitted into a Hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, We shall indemnify You and/or the Insured Person or his/her legal personal representative in Malaysian Ringgit based on the quoted exchanged rate (open market rate if a free market, official rate if not a free market) at the date You and/or the Insured Person is discharged from the Hospital.

#### **ENDORSEMENT CANCELLATION**

You may cancel this endorsement at any time by giving written notice us in which case we shall retain the customary short period rate for the time the policy has been in force. Upon cancellation, you are entitled to a refund premium. No refund of premium will be allowed if there is a claim under the policy.

#### **GENERAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT**

This endorsement does not provide coverage under the following circumstances: -

1. Losses caused directly or indirectly, wholly or partly by:
  - (a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - (b) any other kind of disease; and
  - (c) medical or surgical treatment (except such as may be necessary solely by injuries covered by this endorsement and performed within the time provided in this endorsement)
2. Any bodily injury which shall result in hernia;
3. Suicide or any attempt thereat (sane or insane);
4. Loss occasioned by war, invasion, act of foreign enemy, hostilities, or war like operations (whether war be declared or not), mutiny, civil war, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance or martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, of any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. You and/or the Insured Person shall, if so required, and as a condition precedent to any liability of Ours, prove that the loss did not in any way arise under or through any of above excluded circumstances or causes.
5. While Your Vehicle is used for hire, racing, road rally, pace making, speed-testing or for any purpose in connection with motor trade;
6. Your Authorised Driver does not hold a valid driver's license under the regulations of the Malaysian Road Transport Department or Court of Law to drive Your Vehicle.
7. While Your Vehicle is used in the pursuit of illegal business as an unlicensed common carrier;
8. Childbirth or miscarriage or insanity due to any illness or diseases unless caused by the accident while driving, riding, alighting or boarding Your Vehicle;
9. Any person below the age of twenty one (21) years or above the age of seventy (70) years;
10. Loss or bodily injury caused directly or indirectly, wholly or partly to You and/or the Insured Person while the person driving was intoxicated with drugs or alcohol.

11. While committing or attempting to commit any unlawful act;

#### DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

The following definitions apply:

"Accident or Accidental" shall mean a fortuitous, sudden, unforeseen, unintentional and violent event, resulting directly and independently from the action of a visible external cause which occurs at an identifiable time and place during the Period of Insurance.

"Accidental Death" shall mean any death that is directly caused by an Accident and not from any other causes.

"Attendant(s)" shall mean person gainfully employed to provide assistance relating Your business travelling on Your Vehicle excluding the Driver.

"Authorised Driver" shall mean person possessing a valid driving license to drive the class of Your Vehicle under the laws and regulations of the Malaysian.

"Bodily Injury" shall mean injury caused directly by Accidental external and visible means and which injury shall solely and independently of any other cause result in the death or disablement of the You and/or the Insured Person occurring within twelve (12) months from date of injury.

"Hospital" shall mean an establishment lawfully constituted and registered for the care and treatment of sick and injured persons, and which:

- (a) has facilities for diagnosis and major surgery;
- (b) provides a 24-hour daily nursing service by registered and graduate nurses;
- (c) is under the supervision of one or more Physicians; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescence home or a home for the aged or similar establishments.

"Hospitalisation" shall mean admission to and confinement of a person in a Hospital as a registered patient upon the recommendation of a Physician to receive treatment. If the person does not physically stay in the Hospital for the whole period of confinement, they shall not be considered as a registered patient.

"Insured Person(s)" shall mean the Authorised Driver and/or Attendant(s) with Your permission to drive or boarding or alighting from Your Vehicle.

"Loss" shall mean

- (a) For loss of limbs, hand, foot, thumb, finger or toe: shall mean physical severance or total and irrecoverable loss of use which is medically certified a Physician as beyond remedy by surgical or other treatment
- (b) For loss of hearing: shall mean total and irrecoverable loss of hearing which is medically certified by a Physician as beyond remedy by surgical or other treatment.
- (c) For loss of sight: shall mean the total and irrecoverable loss of eye which is medically certified by a Physician as beyond remedy by surgical or other treatment.
- (d) For loss of speech: shall mean total and permanent inability to communicate verbally which is medically certified by a Physician as beyond remedy by surgical or other treatment.

"Medical Expenses" shall mean actual expenses necessarily incurred for Hospitalisation, medical, nursing, hospital treatment expenses including cost of emergency dental treatment (but excluding replacement of dentures) following Bodily Injury.

"Permanent Disablement" shall mean Bodily Injury resulting in total or partial disability to You and/or the Insured Person as stated in the Schedule of Benefits shown in Benefit 2 of this endorsement.

"Physician" or "Surgeon" shall mean a registered medical practitioner who is qualified and licensed to practice western medicine in the geographical area in which a service is provided. The Physician or Surgeon must not be You and/or the Insured Person themselves or Your and/or Insured Persons's parent, spouse, sibling or child.

"Period of Insurance" shall mean the commencement date of the Period of Insurance until its expiry specified in the Policy Schedule or any subsequent period to which You shall have paid and We shall have accepted the full premium before the commencement date of the Period of Insurance.

"Schedule" shall mean the Policy Schedule attached to the Policy Wording or any subsequently substituted Schedule.

"Sum Insured" shall mean the sum insured payable for Accidental Death and/or Permanent Disablement as specified in the Schedule attached with this endorsement according to the selected plan.

"Territory Limit" shall mean the coverage is limited to Malaysia, the Republic of Singapore, Thailand and Negara Brunei Darussalam unless specified otherwise under the respective benefits covered in this Policy.

The existing terms and conditions of this Policy shall continue to apply for this endorsement.

#### **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.**

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

<b>IMPORTANT NOTICE TO POLICYHOLDER</b>
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Every effort will be made by **Us** to fulfill **Our** obligation under the **Policy**. If **You** are unhappy or dissatisfied with **Our** service or have any complaints, **You** may call or write to **Us** at:

**Tune Insurance Malaysia Berhad**

Complaints Unit  
Level 9, Wisma Capital A,  
No. 19, Lorong Dungun,  
Damansara Heights,  
50490 Kuala Lumpur.  
Tel: 1800 88 5753  
Fax: 603-2094 1366  
Website: [www.tuneprotect.com](http://www.tuneprotect.com)  
Email: [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com)

If you are not satisfied with the response or the decision of **Ours**, **You** may submit **Your** complaint either to The Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia (BNM).

The following are the contact details for OFS and BNM:

**Ombudsman for Financial Services (OFS)**

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel : 03-2272 2811  
Fax : 03-2272 1577  
Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

**Laman Informasi Nasihat dan Khidmat (LINK)  
Pengarah**

Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O.Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: 03-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)