



Generali Insurance Malaysia Berhad
Reg No: 197501002042 (23820-W)

Commercial Vehicle Third Party Policy

Generali Customer Service Centre: Level 1, Menara Generali, 27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.
Tel: 1 300 13 2121 or +603 3007 2121

For more information, log on to www.generali.com.my or call 1 300 13 2121 or +603 3007 2121

Thank you for choosing Generali Malaysia as your preferred Insurer.

Our purpose is to enable people to shape a safer and more sustainable future by caring for their lives and dreams. We have always driven our efforts with the intention to improve people's lives – starting with improving our services and products.

We want to serve you better and understand your needs and expectations. We welcome your feedback and if you come across an issue, please reach out to our Complaint Handling Unit at the following:

Complaints Unit,

Generali Customer Service Centre
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 or +603 3007 2121
Email: feedback.gi@general.com.my

What to do if your issue is still not resolved?

You may reach out to:

Ombudsman for Financial Services (OFS)

(Formerly known as Financial Mediation Bureau)
No 4, Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: +603 2272 2811
Fax: +603 2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

or

BNMTELELINK

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia
P.O. Box 10922 50929 Kuala Lumpur
Tel: 1-300-88-5465 (1-300-88-LINK)
(Overseas: +603 2174 1717)
Fax: +603 2174 1515
Email: bnmtelelink@bnm.gov.my
Website: telelink.bnm.gov.my/

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www.generali.com.my

Member of PIDM

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my).

COMMERCIAL VEHICLE THIRD PARTY POLICY

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

This section is not applicable to Third Party Only policy.

Section B: Liability to Third Parties

1. **We will pay the amount which You or Your authorized driver are legally liable to pay (including claimants' cost and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading there from 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 B(1)(a) is) in respect
unlimited.) of any one
) claim or series
Our total liability under Section B(1)(b) is) of claims
limited to RM3 million.) arising out
) of one event.
3. **Towing Disabled Vehicle**

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

Provided that:-

 - (a) such towed vehicle is not towed 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 maximum of RM2,000.00 for defense 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 employment of such person by You or by Your authorized driver.
- (c) death or bodily injury 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 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 boiler forming part of attached to or on Your Vehicle except so far as is necessary to meet the requirements of the legislation.
- (h) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (i) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

No Claim Discount

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

Period of Insurance	Discount	MOTOR TRADE POLICY (ROAD RISK)	Discount
After the first year of insurance	15%	After the first year of insurance	25%
After the second year of insurance	20%	After the second year of insurance	30%
After the third or more years of insurance	25%	After the third or more years of insurance	38.33%

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 indemnify by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
- 2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay. You shall repay to Us such monies paid by Us.

General Exceptions - these apply to the whole Policy

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

- 1. If You or any person with Your consent are not licensed to drive the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to drive Your Vehicle under any required laws, by-laws and regulations.
- 2. If You or Your authorized driver drives Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
- 3. (a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.

(b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on Your order or with Your permission.

4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If Your Vehicle is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, Your Vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Vehicle shall be excluded from the cover granted by this Policy.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam. For liability in Malaysia, the limitations of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.
10. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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 its entirety.

Conditions – These apply to the whole Policy

1. Duty of Disclosure

Non-Consumer Insurance Contracts

Where You have applied for this insurance wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance. You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

2. Accidents and Claims Procedures

- (a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-
 - (i) within seven (7) days if you are not physically disabled or hospitalised following the event.
 - (ii) within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
 - (iii) other than (i) and (ii), a longer notification period may be allowed subject to specific proof by you.
- (b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if We decide that You are not at fault. Such determination of fault shall be at Our entire discretion.
- (c) All accidents must be reported to the Police as required by Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy. You must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.

- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairer for repairs. Failure to remove Your Vehicle to a PIAM Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the Policy.
- (i) In the event your motor vehicle was stolen and subsequently recovered before your claim is settled, please contact us immediately. Our appointed Loss Adjuster shall inspect your motor vehicle at the police station, before it is removed to our Company Authorised Partner Repairer Workshop selected by you from our list. Failure to act/comply on the above, would be a breach of this condition and We shall have the right to decline liability under Section A of this policy. (Please visit <https://mpigenerali.com/index.php/what-we-do/claims/claims.html> for the updated Authorised Partner Repairer list.)
- (j) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, We may pay to You the full amount of Our liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defence settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses how whatsoever incurred by You or any claimant or any person after We have relinquished such conduct.

3. Cancellation

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last Known address.
- (c) You shall within seven days from the date of cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or 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 ratable proportion of any loss damage compensation costs or expenses. However, nothing in this Condition shall impose on Us any liability from which we would not have been subject to.

5. Subrogation

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

6. Arbitration Clause

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

7. Other Matters

This Policy will only be operative if:-

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

8. Service Tax

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

9. Data Privacy Notice

You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website www.generali.com.my. We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.

Definitions 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, and its accessories, including those described in the Policy Schedule.
4. **Accessories** refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/ cassette player/compact disc player and the like if specified in the schedule.
5. **Repairer** refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister)
7. **Cheating** as defined in the Penal Code is as follows:-

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

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

is said to "cheat"

8. **Criminal breach of trust** as defined in the Penal Code is as follows:-
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".
9. **Acts of terrorism**
means an act, including but not limited to be use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

Geographical Area: Malaysia Republic of Singapore and Negara Brunei Darussalam

LEGISLATION: Road Transport Act. 1987 (Malaysia) Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) Republic of Singapore Motor Vehicles (Third-Party Risks and Compensation) Rules 1960 (Republic of Singapore) Motor Vehicles Insurance (Third-Party Risks) Act (Cap 90) Negara Brunei Darussalam (the reference to legislation under the heading "Avoidance of Certain Terms and Right of Recovery is limited to Section 94, 95 and 96 of the Road Transport Act 1987 (Malaysia) Section 7, 8 and 9 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore and Section 7 of the Motor Vehicles Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam.

Authorised Driver refers to any person who drives Your Vehicle with Your consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.

Insured Person refers to You, and/or Your Authorised Driver and/or passenger(s).

Endorsements – applicable only if the Endorsement number is printed in the Schedule

Endorsement 7B: Third Party Only

The cover provided for in this policy is limited to Third Party only i.e.
Section B (Liability to Third Parties).
Section A (Loss or Damage to Your Vehicle) is cancelled.

Subject otherwise to the Terms and Conditions of this Policy.

Endorsement 15(a): Employer's Loan

We have noted and agreed that the Company/Firm named in the Schedule, are interested in any monies payable to You vide this Policy in respect of loss or damage to Your Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be payable to the Company/Firm named in the schedule until notice is given to Us that they have no financial interest in Your Vehicle, and their receipt shall be a full and final discharge of Our liability in respect of such loss or damage.

Except by this Endorsement, nothing herein shall modify or affect Our/Your rights and liabilities under this Policy. Subject otherwise to the Terms and conditions of the policy.

Endorsement 19: Passenger Risk (Not application for "Act" policy)

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 number of persons stated in the Schedule. (in addition to the attendant/ conductor if any and the driver) You shall repay Us a ratable proportion of the total amount payable by Us.

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

Subject otherwise to the Terms and conditions of this Policy.

Endorsement 38: Mobile Crane

We agree that in respect of the Motor Vehicle Insured, 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 :

- (i) Paragraph (a) is not applicable for Third Party policies.
- (ii) Paragraph (a) is also not applicable for Comprehensive policies where an additional premium has been paid for inclusion of damage by overturning
- (iii) Paragraph (b) is not applicable if additional premium has been paid for the inclusion of Third Party Risks while in use as a tool of trade.

Endorsement 39: Exclusion of Third Party Working Risks

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

Endorsement 41: Mobile Plant – Inclusion of Third Party Working Risks Where Tool of Trade Is Used Only For Work Performed In or Upon The Motor Vehicle or Trailer

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

- (a) the explosion of 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 of or attached to such Motor Vehicle.

Endorsement 54: Unspecified Trailers (while attached to a Vehicle) - Commercial Vehicle Policies Only (Premium paid per specified towing vehicle)

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

Provided that:

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

Warranties

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.

Non-Tariff Endorsements

DPPA DRIVER & PASSENGERS PERSONAL ACCIDENT (NON-TARIFF)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will cover the **Insured Person** whilst with **Your** permission, is driving, travelling or riding on and/or boarding or alighting from **Your Vehicle**, loading, unloading, repairing or changing of tyre(s) of **Your Vehicle** at roadside during the **Period of Insurance** shall sustain bodily injury which solely and directly caused by accidental, external and visible means, **We** will pay the sum or sums of money as specified in the **Schedule** and in accordance to the Table of Compensation in this endorsement, subject to the terms and conditions below.

BENEFITS

TABLE OF COMPENSATION							
Part	Item No.	Results	The Sum Payable Per Insured Person (RM)				
			DPA1	DPA2	DPA3	DPA4	DPA5
A	1	Death	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
	2	(a) Loss of both hands or both feet or sight of both eyes	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
		(b) Loss of one hand and one foot	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
		(c) Loss of either hand or foot and sight of one eye	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
	3	(a) Loss of either hand or foot	5,000.00	10,000.00	15,000.00	20,000.00	25,000.00
B		(b) Loss of sight of one eye	5,000.00	10,000.00	15,000.00	20,000.00	25,000.00
		Actual expenses reasonably and necessarily incurred for medical and surgical treatment (by legally qualified Medical Practitioner only), hospitalisation, and/or engaging a licensed or graduate nurse.	500.00 per accident	1,000.00 per accident	1,500.00 per accident	2,000.00 per accident	2,500.00 per accident

PROVIDED ALWAYS THAT:

- Compensation under Part A shall not be payable if the death or loss occurs more than twelve (12) calendar months of the date of the accident causing the Result.
- Compensation under Part A shall not be payable for more than one (1) item in respect of the same accident, injury or disablement.
- We** shall not be liable to make any further payment under this endorsement after a claim under Part A has been admitted and become payable.
- Our** liability under Part A shall not exceed 100% of the Sum as specified in the Table of Compensation for the **Period of Insurance**.
- Loss of hand / foot means loss by physical severance or permanent total loss of use.
- Loss of eye means total and irrecoverable loss of sight.
- In the event that the actual number of persons exceeds three (3), **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.

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

1. While **Your Vehicle** is used for racing (other than treasure hunts), rallies, pace making, reliability trial, speed testing or use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle;
2. Where any illegal or unlawful act by **You** and/or **Your** authorised driver or **Your Vehicle** is being used for unlawful or illegal purposes or illegal pursuit as an unlicensed common carrier by **You** and/or **Your** authorised driver;
3. Where **You** and/or **Your** authorised driver does not hold a valid driving license to drive **Your Vehicle** or is not qualified for holding or obtaining such a valid driving license under the regulations of the Malaysia Road Transport Act;
4. Whilst **You** and/or **Your** authorised driver is temporarily or otherwise insane or of unsound unstable mind or under the influence of alcohol or drugs.
5. Self-injury, suicide or attempted suicide, wilful exposure to injury, provoked assault, pregnancy or childbirth or any pre-existing physical defect or infirmity.
6. Loss occasional by war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection, military or usurped power martial law.
In the event of any claim hereunder the **Insured Person** shall, when so required by **Us**, prove that the claim arise independently of and was in no way connected with or occasioned by contributed to 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.
7. (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
(b) Nuclear weapons material.
8. Any act of terrorism
For the purpose of this condition, any act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, 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.
In any action, suit or other proceeding, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured Person**.

GENERAL CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The due observance and fulfilment of the terms provisos conditions of this endorsement in so far as they relate to anything to be done or complied with by **You** or any claimant under this endorsement shall be conditions precedent to **Our** liability to make any payment under this endorsement.
2. Upon the happening of any 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 the **Insured Person** shall as soon as possible procure and act on proper medical or surgical advice.

The **Insured Person** (or the **Insured Person's** legal personal representative) shall at his own expense furnish to **Us** all such certificates information and evidence as may be required by **Us** and the **Insured Person** shall whenever required submit to medical examination on behalf of **Us**. In the event of the death of the **Insured Person**, **We** shall be entitled to have a post mortem examination at its own expense.
3. Compensation for **Your** loss of life, permanent disablement 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**.
4. The sum insured under Section 1(B) shall be **Our** limit of liability in respect of any one accident. If at the time of accident, there be any other subsisting insurance covering medical expenses, this endorsement shall not be liable to pay or contribute more than its rateable proportion.
5. No compensation shall be payable under this endorsement until the total amount of such compensation shall have been ascertained and agreed.
6. All differences arising out of this endorsement shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the **Insured Person** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
7. This endorsement will be automatically terminated upon the payment of one hundred per cent (100%) of the sum insured stated in Section 1(A) above to the **Insured Person** or in the event of a theft or total loss of **Your Vehicle** or **Your** death.
8. **Your** NCD entitlement will not be affected if a claim is made under any of the benefits under this endorsement.

Subject otherwise to the terms and conditions of this **Policy**.

DPPP DRIVER & PASSENGERS PERSONAL ACCIDENT PLUS (NON-TARIFF)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** will cover the **Insured Person** whilst with **Your** permission, is driving, travelling or riding on and/or boarding or alighting from **Your Vehicle**, loading, unloading, repairing or changing of tyre(s) of **Your Vehicle** at roadside during the **Period of Insurance** shall sustain bodily injury which solely and directly caused by accidental, external and visible means, **We** will pay the sum or sums of money as specified in the **Schedule** and in accordance to the Table of Compensation in this endorsement, subject to the terms and conditions below.

BENEFITS**SECTION 1: PERSONAL ACCIDENT BENEFITS**

TABLE OF COMPENSATION							
Part	Item No.	Results	The Sum Payable Per Insured Person (RM)				
			DPA6	DPA7	DPA8	DPA9	DPA10
A	1	Death	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
	2	(d) Loss of both hands or both feet or sight of both eyes	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
		(e) Loss of one hand and one foot	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
		(f) Loss of either hand or foot and sight of one eye	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
	3	(c) Loss of either hand or foot (d) Loss of sight of one eye	5,000.00 5,000.00	10,000.00 10,000.00	15,000.00 15,000.00	20,000.00 20,000.00	25,000.00 25,000.00
B		Actual expenses reasonably and necessarily incurred for medical and surgical treatment (by legally qualified Medical Practitioner only), hospitalisation, and/or engaging a licensed or graduate nurse.	500.00 per accident	1,000.00 per accident	1,500.00 per accident	2,000.00 per accident	2,500.00 per accident

PROVIDED ALWAYS THAT:

- (i) Compensation under Part A shall not be payable if the death or loss occurs more than twelve (12) calendar months of the date of the accident causing the Result.
- (ii) Compensation under Part A shall not be payable for more than one (1) item in respect of the same accident, injury or disablement.
- (iii) **We** shall not be liable to make any further payment under this endorsement after a claim under Part A has been admitted and become payable.
- (iv) **Our** liability under Part A shall not exceed 100% of the Sum as specified in the Table of Compensation for the **Period of Insurance**.
- (v) Loss of hand / foot means loss by physical severance or permanent total loss of use.
- (vi) Loss of eye means total and irrecoverable loss of sight.
- (vii) In the event that the actual number of persons exceeds three (3), **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.

SECTION 2: DAILY BENEFIT / HOSPITAL INCOME

We will pay an amount of RM50.00 for each completed twenty-four (24) hours if **Insured Person** is hospitalized for treatment as a result of an accident which occurred while driving, travelling or riding on and/or boarding or alighting from **Your Vehicle**, loading, unloading, repairing or changing of tyre(s) of **Your Vehicle** at roadside, up to a maximum of one hundred and eighty (180) days for any one Period of Insurance.

SECTION 3: CORRECTIVE DENTAL & COSMETIC SURGERY

We will pay compensation of up to the amount as specified in the selected plan of the Table of Compensation for any additional expenses incurred on corrective surgical operations to the face, neck, head or chest (navel up) by **Insured Person** as a result of bodily injury sustained by an accident which occurred while driving, travelling or riding on and/or boarding or alighting from **Your Vehicle**, loading, unloading, repairing or changing of tyre(s) of **Your Vehicle** at roadside.

TABLE OF COMPENSATION					
Benefits	The Sum Payable Per Insured Person (RM)				
	DPA6	DPA7	DPA8	DPA9	DPA10
Corrective Dental & Cosmetic Surgery	500.00	1,000.00	1,500.00	2,000.00	2,500.00

SECTION 4: BEREAVEMENT / BURIAL ALLOWANCE

We will pay the bereavement or burial allowance as specified in the selected plan of the Table of Compensation in the event of the death of the **Insured Person** as a result caused by an accident which occurred while driving, travelling or riding on and/or boarding or alighting from **Your Vehicle**, loading, unloading, repairing or changing of tyre(s) of **Your Vehicle** at roadside.

TABLE OF COMPENSATION					
Benefits	The Sum Payable Per Insured Person (RM)				
	DPA6	DPA7	DPA8	DPA9	DPA10
Bereavement / Burial Allowance	1,000.00	2,000.00	3,000.00	4,000.00	5,000.00

SECTION 5: ADDITIONAL CASH PAY-OUT (COMPREHENSIVE OR THIRD PARTY, FIRE & THEFT COVER ONLY)

We will pay **You** an amount equivalent to twenty per cent (20%) of the **Sum Insured** or the maximum amount of RM3,000.00, whichever value that is lower, in the event of total loss due to accident or theft to **Your Vehicle** subject to the following condition:

- The motor claim made under Section A of this **Policy** for total loss or theft has been fully paid by **Us**.
- If **Your Vehicle** is insured under a Third Party, Fire and Theft policy, the total loss must be due to fire or theft only.

General Exclusion:

- The total loss of **Your Vehicle** is caused by Act of God such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

SECTION 6: COMMERCIAL VEHICLE REPLACEMENT ALLOWANCE (COMPREHENSIVE COVER ONLY)

We will pay **You** an allowance of RM200.00 per day up to the limit as specified in the selected plan of the Table of Compensation for the repair period recommended by **Our** adjuster in the event of own damage claim is made under this **Policy**, subject to the following conditions:

- a. **Your Vehicle** undergoes the necessary repair at a **Repairer**;
- b. **We** will not pay any inconvenience allowance for repair work conducted due to accident, without the recommendation of **Our** adjuster;
- c. **We** will not pay any amount which exceeds the repair period recommended by **Our** adjuster even if the actual repair work takes a longer period to complete. If the repair work is completed sooner than expected, **We** will only pay **You** the actual number of days required to complete the repair work;
- d. The inconvenience allowance will not be paid if **You** are provided with a courtesy vehicle by the **Repairer** during the repair period;
- e. The inconvenience allowance will not be paid for any repair or replacement of windscreen or window(s) or for a total loss, theft or an own damage knock for knock claim.

TABLE OF COMPENSATION					
Commercial Vehicle Replacement Allowance	DPA6	DPA7	DPA8	DPA9	DPA10
	1,000.00	2,000.00	3,000.00	4,000.00	5,000.00

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

1. While **Your Vehicle** is used for racing (other than treasure hunts), rallies, pace making, reliability trial, speed testing or use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle;
2. Where any illegal or unlawful act by **You** and/or **Your** authorised driver or **Your Vehicle** is being used for unlawful or illegal purposes or illegal pursuit as an unlicensed common carrier by **You** and/or **Your** authorised driver;
3. Where **You** and/or **Your** authorised driver does not hold a valid driving license to drive **Your Vehicle** or is not qualified for holding or obtaining such a valid driving license under the regulations of the Malaysia Road Transport Act;
4. Whilst **You** and/or **Your** authorised driver is temporarily or otherwise insane or of unsound unstable mind or under the influence of alcohol or drugs.
5. Medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
6. Any treatment related to cosmetic surgery for purposes of beautification irrespective if such treatment is rendered as a result of burns.
7. Self-injury, suicide or attempted suicide, wilful exposure to injury, provoked assault, pregnancy or childbirth or any pre-existing physical defect or infirmity.

8. Loss occasional by war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection, military or usurped power martial law.
In the event of any claim hereunder the **Insured Person** shall, when so required by **Us**, prove that the claim arise independently of and was in no way connected with or occasioned by contributed to 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.
9. (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
(b) Nuclear weapons material.
10. Any act of terrorism
For the purpose of this condition, any act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, 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.
In any action, suit or other proceeding, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured Person**.

GENERAL CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The due observance and fulfilment of the terms provisos conditions of this endorsement in so far as they relate to anything to be done or complied with by **You** or any claimant under this endorsement shall be conditions precedent to **Our** liability to make any payment under this endorsement.
2. Upon the happening of any 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 the **Insured Person** shall as soon as possible procure and act on proper medical or surgical advice.

The **Insured Person** (or the **Insured Person's** legal personal representative) shall at his own expense furnish to **Us** all such certificates information and evidence as may be required by **Us** and the **Insured Person** shall whenever required submit to medical examination on behalf of **Us**. In the event of the death of the **Insured Person**, **We** shall be entitled to have a post mortem examination at its own expense.
3. Compensation for **Your** loss of life, permanent disablement 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**.
4. The sum insured under Section 1(B) shall be **Our** limit of liability in respect of any one accident. If at the time of accident, there be any other subsisting insurance covering medical expenses, this endorsement shall not be liable to pay or contribute more than its rateable proportion.
5. No compensation shall be payable under this endorsement until the total amount of such compensation shall have been ascertained and agreed.
6. All differences arising out of this endorsement shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the **Insured Person** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
7. This endorsement will be automatically terminated upon the payment of one hundred per cent (100%) of the sum insured stated in Section 1(A) above to the **Insured Person** or in the event of a theft or total loss of **Your Vehicle** or **Your** death.
8. **Your** NCD entitlement will not be affected if a claim is made under Section 1, 2, 3 or 4 under this endorsement.

Subject otherwise to the terms and conditions of this **Policy**.

SANCTION LIMITATION & EXCLUSION CLAUSE (NON-TARIFF)

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

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