

## ENDORSEMENTS

### 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 A 1(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.

### 2(f). COMPULSORY EXCESS

In the event of any claim arising under Section A of this Policy, You are responsible in respect of each and every event for an excess of RM400.00 in addition to the Excess stated in the Schedule if Your Vehicle is being driven by any person, whether Yourself or authorised by You:-

- (a) who is under the Age of 21 years
- (b) who is the holder of a Provisional (L) driving licence

- (c) who is the holder of a Full driving licence of less than 2 years
- (d) who is not named in the Schedule
- (e) named in the Schedule who is less than the age of 21 years and/or the holder of a provisional (L) driving licence and/or the holder of a Full driving licence of less than 2 years.

For the purpose of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with the motor vehicle.

This excess of RM400.00 is not applicable to loss or damage caused by fire, explosion, lightning, burglary, house breaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

**N.B.** The amount of the Excess mentioned herein is the maximum and shall be held to apply in addition to any other Excess that may be applicable to this Policy. Any amendment to the Excess of RM400.00 under this Endorsement 2(f) is **not allowed**.

**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.

**9. JOINT INSURED  
(Applicable to Commercial Vehicles Only)**

We will cover the following named party(ies) and their authorised driver(s) under Section B of this Policy as if he is the Insured:-

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**Note:** \* State name of parties  
 In the event there is an additional premium to be charged (refer to General Regulations No. 26)

**10(d). VEHICLES LAID UP  
 (during currency of insurance)**

We have noted and agreed that as from (*insert date*) Your Motor Vehicle(s) Registration Number(s).....is/are laid up in a public or private garage and out of use and all our liability under this Policy in respect of Your Vehicle(s) is suspended.\*

We will on receipt of written notice from You prior to the expiry date of the Policy, reinstate the Policy, in full in respect of Your aforesaid Vehicle(s) as from the date of receipt of such notice.

Provided Your Vehicle(s)

- a) has/have not been undergoing repairs as the result of an event giving rise to a claim under the policy and
- b) subject to the period of suspension being not less than 6 consecutive weeks,

We will either

- i) deduct from the renewal premium a sum equal to .....\*\* % of the pro-rata premium for the period of suspension and the No Claim Discount entitlement (if any) shall be calculated on the net renewal premium after the deduction of such sum
- ii) \*\*\* or continue the Policy beyond the expiry date for such proportionate part of the current period of insurance as such sum bears to the total premium under the policy.

Subject otherwise to the Terms and Conditions of this Policy.

- a) The above wording is to be used in the case of Third Party and 'Act' Only Policies.
- \*b) In the case of Comprehensive or Third Party Fire & Theft Policies where Fire and Theft cover only is required the following words should be added.  
 "except only in respect of loss or damage under Section A, 1(e) and (f)".
- \*c) In the case of Third Party and Fire policies where Fire cover only is required the following words should be added :  
 "except only in respect of loss or damage to Your Vehicle and its accessories and spare parts whilst thereon caused by fire, explosion or lightning".

- \*d) In the case of Third Party and Theft policies where Theft cover only is required the following words should be added :
- “except only in respect of loss or damage to Your Vehicle and its accessories and spare parts whilst thereon caused by burglary housebreaking or theft”.
- \*e) In the case of Comprehensive Policies where Accidental Damage cover is required in addition to Fire and Theft the following words should be added.
- “except only in respect of loss or damage under Section A”
- \*f) In the case of Comprehensive Policies extended by endorsement to cover Flood, Typhoon or Hurricane, etc. and/or Riot and Civil Commotion the following words should be added to (b) or (c) above as appropriate:
- "or caused by Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved"
- "and except in respect of the cover for Strike Riot and Civil Commotion as provided by Endorsement No. 25."
- \*\* Insert 37.5% and 75% as appropriate.
- \*\*\* Where it is not desired to offer the Insured the alternative of extending the renewal date of the Policy delete the word "either" and (ii) of the endorsement (last paragraph).

**11(c). VEHICLES LAID UP  
(at inception or renewal of insurance)**

Section B and the No Claim Discount of this Policy are cancelled. We shall indemnify You only for loss or damage\*.

This indemnity is operative only when Your Vehicle is laid up in a public or private garage and is out of use.

Subject otherwise to the Terms and Conditions of this Policy.

- \*a) Where Fire & Theft cover only is required the following words should be added:-  
"under Section A 1(e) and Section A 1(f) of this Policy".
- \*b) Where Fire cover only is required the following words should be added:-  
"under Section A 1(e) of this Policy".
- \*c) Where Theft cover only is required the following words should be added:-  
"under Section A 1(f) of this Policy".

\* (d) Where Accidental Damage cover is required in addition to Fire & Theft the following words should be added:-

"under Section A of this Policy".

\* (e) In Case of Policies extended by endorsement to cover Flood, Typhoon, Hurricane etc, and/or Strike, Riot and Civil Commotion, the following words should be added after \*(a), (b), (c) or (d) as appropriate:-

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

"and except for Strike, Riot and Civil Commotion as provided by Endorsement No. 25".

**14. TRANSFER OF INTEREST**

We have noted and agreed to transfer the interest in this Policy on \*..... to \*\*..... of \*\*\*..... carrying on or engaging in the business or profession of ..... whose proposal and declaration dated ..... shall be the basis of this contract.

Subject otherwise to the Terms and Conditions of this Policy.

Notes:	*	insert date
	**	insert name of transferee and NRIC No. or Business Registration No.
	***	insert address

**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 your rights, benefits and claims under this Policy. You shall not assign your rights, benefits and claims under this Policy without prior written consent from Us.

Subject otherwise to the Terms and Conditions of this Policy.

**15(a). EMPLOYERS' LOAN**

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

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

Subject otherwise to the Terms and Conditions of this Policy.

Note: \* Insert name of Employer, Government or Private

**18. FLEET RATED RISKS - CANCELLATION OF "NO CLAIM DISCOUNT"**

The No Claim Discount clause of this Policy is cancelled.

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 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.

**Notes:** \* Omit this proviso in the case of Special Type Vehicles.  
  
\*\* The number to be inserted in the case of Cars for Hire is the number authorised by the Public Service Vehicle Licence for the vehicle in question and in the case of other vehicles the number is that on which premium has been paid and this must be the total passenger seating capacity of the vehicle plus any greater number carried with the permission of the Authorities.

**19(b). PASSENGER RISKS - SCHOOL CHILDREN BEING CARRIED FOR HIRE OR REWARD**

We will pay the amount which You are legally liable for all claims including claimants' costs and expenses in respect of death of or bodily injury to any school child being conveyed on his/her way to or from school only for hire or reward in the said Motor Vehicle provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than ..... school children (in addition to the driver) You shall repay Us a rateable proportion of the total amount payable by Us because of this Endorsement in respect of such accident in connection with the Motor Vehicle.

Subject otherwise to the Terms and Conditions of this Policy.

**19(i). PASSENGER RISK - EMPLOYEES OF THE INSURED-GOODS CARRYING VEHICLES ONLY - NOT APPLICABLE TO "ACT" POLICIES**

We will pay the amount which You are legally liable to pay (other than liability under any Workmen's Compensation legislation) as damages and claimants' costs and expenses in respect of death or bodily injury to any of Your employee being carried in or upon or entering or getting on or alighting from but not driving the Motor Vehicle.

\*\*Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than \*..... of Your employees (in addition to the driver) We shall not be liable for more than a rateable proportion of the total amount payable because of this endorsement in respect of such accident.

Subject otherwise to the Terms and Conditions of this Policy.

**Notes:** \* 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.

**20. PASSENGER RISK - MOTOR TRADE POLICIES  
(other than "Act" Policies)**

We agree that Exception (c) of Section B of this Policy is cancelled.

Provided that We shall not be liable in the event of an accident occurring whilst the Motor Vehicle is carrying more than 7 persons (excluding the driver) or the number permitted by Law whichever is the less.

Subject otherwise to the Terms and Conditions of this Policy.

**21. PASSENGER RISK "ACT" POLICIES  
(This Endorsement may be used only where passengers are carried for hire or reward).**

We agree that Exception (e) of this Policy is cancelled.

Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than.....\*persons (in addition to the attendant/conductor if any and the driver) You shall repay Us a rateable proportion of the total amount payable by Us.

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

Subject otherwise to the Terms and Conditions of this Policy.

**Notes:** \* The number to be inserted in the case of Cars for Hire is the number authorised by the Public Service Vehicle Licence for the vehicle in question and in the case of other vehicles the number is that on which premium has been paid and this must be the total passenger seating capacity of the vehicle plus any greater number carried with the permission of the Authorities.

**22. CARAVAN/LUGGAGE/BOAT TRAILERS  
(Private Car Policy Only)**

The insurance under this Policy shall extend to cover a Caravan/Luggage/Boat\* Trailers used in conjunction with Your Vehicle.

Provided that:

- a) the indemnity shall not apply to death of or bodily injury to any person who is a passenger in the said Caravan\*/Luggage\*/Boat\* Trailer unless such person is being carried by reason of or in pursuance of a contract of employment.
- \*\*b) Your Estimated Value of the said Caravan\*/Luggage\*/Boat\* Trailer shall not exceed RM.....\*\*\*
- \*\*c) Section A of this Policy on the said Caravan\*/Luggage\*/Boat\* Trailer shall not include its contents or anything carried thereby.

Subject otherwise to the Terms and Conditions of this Policy.

Notes: \* Delete whichever is not applicable  
\*\* Delete in the case of Third Party Only Policies  
\*\*\* Insert value of trailer as declared at inception of insurance or any renewal thereof.

In the case of Trailers insured for Third Party cover only in conjunction with a Comprehensive Policy on the towing vehicle, insert the words "Section B of" between the words "under" and "this" in the first line of the Endorsement, and delete provisos (b) and (c).

**24(c). RELIABILITY TRIALS, COMPETITIONS ETC.**

The insurance under this Policy shall extend to indemnify You while Your Vehicle is used for .....\* to be held at \*\*..... on \*\*\*..... under the auspices of \*\*\*\*..... including officially conducted practice for the event.

Subject otherwise to the Terms and Conditions of this Policy.

Notes: \*        Insert name of event\_  
          \*\*        Insert place/location  
          \*\*\*        Insert date  
          \*\*\*\*        Name of Organisers

Members are permitted to charge (if they so wish) appropriate rates based on their company's underwriting for this extension.

**24(d). RELIABILITY TRIALS, COMPETITIONS ETC.  
 (Third Party Cover Only)**

The insurance under this Policy shall extend to indemnify You against liability under Section B of this Policy whilst Your Vehicle is used for .....\* to be held at .....\*\* on .....\*\*\* under the auspices of .....\*\*\*\* including officially conducted practice for the event.

Subject otherwise to the Terms and Conditions of this Policy.

Notes: \*        Insert name of event\_  
          \*\*        Insert place/location  
          \*\*\*        Insert date  
          \*\*\*\*        Name of Organisers

Members are permitted to charge (if they so wish) appropriate rates based on their company's underwriting for this extension.

**25. STRIKE, RIOT AND CIVIL COMMOTION**

We have noted and agreed that the words "strike, riot and civil commotion" in General Exception 4 of this Policy shall not apply to any accident loss damage or liability directly caused by

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- (2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with

- (a) war, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

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

Subject otherwise to the Terms and Conditions of this Policy.

**26. HIRE CARS - HIRER DRIVING**

We will cover You provided that the Motor Vehicle is being driven by or is for the purpose of being driven by him in Your charge or a person in his employ whilst the Motor Vehicle is let on hire by You to any person (hereinafter called the "Hirer") who:-

- 1) shall have entered into a Hire Contract with You and prior to such hiring shall have satisfactorily completed and signed a Declaration Form (a copy of which is attached to this Policy).
- 2) shall have satisfied You
  - (a) that the Motor Vehicle will be driven only by a person duly licensed to drive whose driving licence has not been endorsed.
  - (b) that such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

Whilst the Motor Vehicle is let on hire to the Hirer We shall not be liable

- (i) for any loss damage or liability due to or arising from theft or conversion by the Hirer.
- (ii) if the Motor Vehicle is used by the Hirer for the carriage of passengers for hire or reward.

We further agree that :-

- (a) before We are liable under this Policy, You must forward to Us the completed Declaration Form. This Declaration Form together with the Proposal and Declaration referred to in this Policy shall be the basis of the contract whilst the Motor Vehicle is let on hire to the Hirer.
- (b) For the purposes of \*Section B of this Policy, We will treat the Hirer as an Authorised Driver eventhough he is not driving the Motor Vehicle.

**Note:** Where Passenger risks is not required under this extension add the following paragraph - "Endorsement No. \*\* .....shall be inoperative whilst the Motor Vehicle is let on hire to the Hirer".

\* In the case of "Act" Policies delete "Section B of".

\*\* For "Act" Policies insert No. 21  
For other Policies insert No. 19.

### 30. REPLACEMENT PARTS

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if We exercise Our option to pay in cash for the loss or damage, then Our liability for such spare parts accessories shall be

(a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacture'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.

### 33. PRIVATE USE - INDEMNITY TO PERSON USING

**(Applicable to Motor Trade Plate on Named Driver Basis as well as Commercial Vehicles Policies inclusive of Special Types)**

We agree to cover \*..... under \*\*Section B of this Policy whilst using the Motor Vehicle for social domestic or pleasure purposes with Your permission in respect of any act or omission of the driver provided that

(1) Such person is not entitled to be covered under any other Policy.

(2) Such person shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

**Notes:** \* Insert name or class of person or "any person" as the case may be.

\*\* For "Act" Policies omit the words "Section B of".

This extension must not be advertised or circularised.

### 34. AGRICULTURAL AND FORESTRY VEHICLES - TRAILERS

We agree that this Policy and its Terms and Conditions shall apply to trailers, agricultural implements or machines connected by any means whatsoever to the Motor Vehicle for the purpose of being operated or drawn.

**Provided that**

- (a) Section A of this Policy shall not apply to any disabled mechanically propelled vehicle.
- (b) Our liability under Section A of this Policy for loss or damage to such trailers shall not exceed Your estimate of value of trailers set against the Motor Vehicle in the Appendix to this Endorsement.
- (c) For the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailers attached thereto shall be considered as one motor vehicle.

**APPENDIX**

Motor vehicle to which trailers connected (1)	Your estimate of* value of trailers (2)

**Notes:** \*(1) The value to be inserted here plus the value of the Motor Vehicle specified in Column (1) must equal the value on which premium has been paid.

(2) Third Party Only Policies - Omit Provisos (a) and (b) and the Appendix.

(3) "Act" Policies - Omit Provisos (a), (b) and (c) and the Appendix.

**36. ATTACHMENTS TO PEDESTRIAN CONTROLLED TRACTORS**

We agree that whilst any standard attachment supplied by the makers for use with the Pedestrian controlled Tractor Registration Mark ..... \*is attached to such Tractor or is detached and out of use the cover provided by this Policy shall apply in respect of any such attachment as though it were the Motor Vehicle.

**Note:** \*If no Registration Mark insert some other means of identification e.g. Chassis or Engine No.

**37. AGRICULTURAL AND FORESTRY VEHICLES - TRAILER WHILE NOT ATTACHED - EXTENDED COVER**

We agree that this Policy and its Terms and Conditions shall apply to any trailers described in the undernoted Schedule of Trailers as though it were the Motor Vehicle\* and had set against it in the Schedule the value set against it in the under noted Schedule of Trailers.

**SCHEDULE OF TRAILERS**

** Description	Your Estimate Value

**Notes:** \* Third Party Only and “Act” Policies. Omit the words “and had set ..... Trailers”.  
 \*\* Insert make, number or some other means of identification.

**38. MOBILE CRANES**

We agree that in respect of the Motor Vehicle .....\* We shall not be liable:-

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

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

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

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

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

We will **NOT** pay for the damage to the boom:-

- a) caused by mechanical breakdown
- b) caused by wear and tear

Subject otherwise to the Terms and Conditions of this Policy.

**39. EXCLUSION OF THIRD PARTY WORKING RISKS**

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

**40. EXCLUSION OF DAMAGE WHILE IN USE AS A TOOL OF TRADE**

We agree that We shall not be liable under Section A of this Policy in respect of loss of or damage to the Motor Vehicle arising out of the operation as a tool of such Motor Vehicle or of any plant forming part of such Motor Vehicle or attached thereto.

**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 be liable under Section B of this Policy except so far as is necessary to meet the requirements of the Legislation in respect of:-

- (a) death injury or damage caused by or resulting from
  - (i) subsidence, flooding or water pollution
  - (ii) damage to pipes or cables

arising out of the operation as a tool of the Motor Vehicle or of any plant forming part of the Motor Vehicle or attached thereto.
- (b) damage to property resulting from the manufacture, construction, alteration, repair or treatment of such property by You.
- (c) death, injury or damage caused by or through property on which You have carried out any process of manufacture, construction, alteration, repair or treatment.
- (d) liability incurred by You arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.

**43. MOBILE SHOPS AND CANTEENS**

We agree that We shall not be liable in respect of:-

- \* (a) loss or damage to .....\*\* on the Motor Vehicle.
- (b) death of or bodily injury to or illness of any person caused by or through or in connection with or arising from :-
  - (i) poisoning of any kind or foreign or deleterious matter in food or drink
  - (ii) any goods supplied at or from the Motor Vehicle or the container of such goods
  - (iii) any treatment given at or from the Motor Vehicle.

**Notes:**

- \* For Third Party and "Act" Policies omit Proviso (a).
- \*\* 1. In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade".
- 2. In the case of "Mobile Surgeries" insert the words "surgical instruments medical appliances or supplies".

**45. BUSINESS USE BY NAMED PERSON OTHER THAN YOURSELF OR FELLOW EMPLOYEE (THIRD PARTY COVER ONLY)**

We have noted and agree that we will indemnify \*..... under \*\*Section B of this Policy if Your Vehicle is being used by him/her in connection with his/her business as\*\*\*.....

Provided that the abovenamed also follows all the Terms and Conditions of the Policy that You are subject to.

Subject otherwise to the Terms and Conditions of this Policy.

**Notes:** \*        Insert Name & NRIC No.  
 \*\*        In the case of "Act" Policies omit the words of "Section B of"  
 \*\*\*       Insert Business

**48. CHANGE OF VEHICLE**

In consideration of the payment of additional premium We have noted and agreed that as from (insert date) Your Vehicle bearing Registration No. .... is deleted from the Schedule and replaced by the Vehicle specified below.

Subject otherwise to the Terms and Conditions of this Policy.

(Insert the particulars of the Vehicle using the appropriate headings appearing in the Policy Schedule under "Motor Vehicle" i.e. Vehicle Registration Number, Make, Engine and Chassis No., etc.)

Additional/Refund\* Premium is charged/returned \*

\* Delete as appropriate.

**49. ADDITIONAL VEHICLE**

In consideration of the payment of additional premium We have noted and agreed that as from (insert date) the Vehicle as specified below is included in the Schedule.

Subject otherwise to the Terms and Conditions of this Policy.

(Insert the particulars of the Vehicle using the appropriate headings appearing in the Policy Schedule under "Motor Vehicle" i.e. Vehicle Registration Number, Make, Engine and Chassis No., etc.)

Additional/Refund\* Premium is charged/returned \*

\* Delete as appropriate.

**51. EXTENSION OF COVER TO HIRER - NEGLIGENCE OF THE INSURED (no additional premium)**

We will cover any hirer of the Motor Vehicle against \*loss damage and liability as defined in this Policy arising in connection with the Motor Vehicle by reason of Your or of Your employee's negligence whilst the Motor Vehicle is let on hire.

Provided such hirer shall comply with the Terms and Conditions of this Policy, where applicable.

**\* Note:** For Third Party Only Policies omit the words "loss damage and"

**52. EXTENSION OF COVER TO HIRER-NEGLIGENCE OF INSURED OR HIRER (with additional premium of 10% of Third Party Premium)**

We will cover any hirer of the Motor Vehicle against \*loss damage and liability as defined in this Policy arising in connection with the Motor Vehicle whilst let on hire.

Provided such hirer shall comply with the Terms and Conditions of this Policy, where applicable.

**\* Note:** For Third Party Only Policies omit the words "loss damage and"

**54. UNSPECIFIED TRAILERS (WHILE ATTACHED TO A VEHICLE) - COMMERCIAL VEHICLE POLICIES ONLY (Premium paid per specified towing vehicle)**

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

**Provided that:**

- (a) Section A of this Policy shall not apply 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 of .....\*
- (c) for the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailer(s) attached thereto shall be considered as one motor vehicle.

**APPENDIX**

Motor Vehicles to which this Endorsement applies

**Notes:**

- \* (1) Insert aggregate value of the highest valued trailers which may be used at any one time.
- (2) Third Party Only Policies - Omit Provisos (a) and (b).
- (3) "Act" Policies - Omit Provisos (a), (b) and (c).

**55. UNSPECIFIED TRAILERS - COMMERCIAL VEHICLE POLICIES ONLY (Applicable to Fire Brigade Vehicles) (Premium paid per trailer)**

We will cover Your trailers whilst attached to the Motor Vehicle subject to the Terms and Conditions of this 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 of .....\*
- (c) for the purposes of Exceptions (c) and (d) to Section B of this Policy a motor vehicle and trailer(s) attached thereto shall be considered as one motor vehicle.
- (d) the total number of trailers in use at any one time in connection with the Motor Vehicle shall not exceed .....\*\*.

**Notes:**

- \* (1) Insert aggregate value of the highest Value trailers which may be used at any one time.
- \*\* (2) Insert number of trailers on which premium has been paid.
- (3) Third Party Only Policies-Omit Provisos (a) and (b).
- (4) "Act" Policies - Omit Provisos (a), (b) and (c).

**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.

**72. LEGAL LIABILITY OF PASSENGERS FOR NEGLIGENT ACTS**

In consideration of the payment of additional premium by You to Us We will pay the amount that any Passenger is legally liable to pay under Section B of this policy providing that the Passenger:-

- (i) is not driving Your Vehicle or in charge of Your Vehicle for the purpose of driving
- (ii) is not entitled to indemnity under any other Policy
- (iii) shall as though he were You observe and fulfil all the terms of this Policy in so far as they apply.

**EXCEPTIONS:**

We will not pay for

- (a) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of the passenger
- (b) damage to property belonging to or held in trust or in the custody or control of the Passenger or You or being carried in Your Vehicle.

Subject otherwise to the Terms and Conditions of this Policy.

**87. AGREED VALUE**

We will pay to You the agreed amount as specified in the Schedule of the Policy in the event Your Vehicle is stolen or totally destroyed during the Period of Insurance provided We are liable to pay for such loss or destruction under the Terms and Conditions of Our Policy.

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, 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.

Subject otherwise to the Terms and Conditions of this Policy.

**90. COMMERCIAL VEHICLES - SECTION A - 3 TRANSPORTATION OF DAMAGED VEHICLE**

In consideration of the payment of an additional premium, Our limit of liability under Section A-3 is increased to RM\*.....

\* Insert the appropriate amount.

**91. EXCLUDING TRANSIT BY INLAND WATERWAY**

We agree that the words "inland waterway" are deleted from sub-section 1(h) (i) of Section A of this Policy.

**94. COMPULSORY EXCESS – DAMAGE CLAIMS**

You are responsible for the first \*RM..... of each and every claim payable under Section A of this Policy.

Subject otherwise to the Terms and Conditions of this Policy.

\* apply accordingly

Cubic Capacity of Engine	Excess
100 c.c. and below	RM75.00
101 c.c. to 150 c.c.	RM100.00
151 c.c. to 250 c.c.	RM150.00
251 c.c. to 500 c.c.	1% of Sum Insured subject to a maximum of RM500.00.
Over 500 c.c.	2.5% of Sum Insured subject to a maximum of RM1,000.00.

N.B. The amount of the Excess mentioned above is the maximum. Any amendment to the amount of the above stated Compulsory Excess is not allowed.

**95. LEASING ENDORSEMENT**

We have noted and agreed that:-

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

Subject otherwise to the Terms and Conditions of this Policy.

**97. VEHICLE ACCESSORIES ENDORSEMENT**

In consideration of the payment of additional premium by You to Us the following accessories are separately insured under Section A:-

<u>Description</u>	<u>Your Estimated Value</u>
--------------------	-----------------------------

Any claim made under this endorsement shall not affect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

N.B. An additional premium of 15% on the value of accessories

**97A. GAS CONVERSION KIT AND TANK**

In consideration of the payment of additional premium by You to Us the Gas Conversion Kit and Tank is separately insured under Section A:-

Your Estimated Value

Any claim made under this endorsement shall not affect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

N.B. An additional premium of not less than 4.5% on its value would be chargeable.

**100. EXCLUSION OF LEGAL LIABILITY TO PASSENGERS – (Private car only)**

The cover provided under Section B1(a) of this Policy shall not apply to death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (other than a passenger required to be carried in or on Your Vehicle by reason of his/her contract of employment with You and/or Your authorised driver and/or his/her employer).

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 passenger 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.

**102. EXTENSION OF COVER TO WEST KALIMANTAN, INDONESIA**

In consideration of the payment of additional premium by You to Us the geographical area of this policy is extended to include West Kalimantan with effect from 12.00 a.m./p.m. on ..... to midnight (Malaysian Standard Time) on ..... subject to the limit of liability of RM50,000 under Section B1(a) and B1(b).

Subject otherwise to the Terms and Conditions of this Policy.

N.B. An additional premium of 15% of Net Annual Premium per month or part thereof would be chargeable for the extension of such cover.

**103. MALICIOUS DAMAGE ENDORSEMENT (Applicable to Motor Trade Policy (Road Risk) only)**

In consideration of the payment of an additional premium, item (e) of Exception of Section A of the Policy is deleted.

You shall be responsible for the first RM\* ..... in respect of each and every claim.

Subject otherwise to the Terms and Conditions of this Policy.

Minimum excess RM250.00.

\* It is not permissible to grant Malicious Damage Cover unless Strike, Riot and Civil Commotion Cover is also taken up. Additional rate to be charged is 0.40% per annum (i.e. 0.30% for SRCC and 0.10% for Malicious Damage) on values per driver or Trade Plate.

**105. LIMITS OF LIABILITY FOR THIRD PARTY PROPERTY DAMAGE**

In consideration of the payment of additional premium by You to Us the limit of liability under Section B1(b) is increased with effect from \*..... to \*\*.....

Subject otherwise to the Terms and Conditions of this Policy.

\* Insert effective date.  
\*\* State the amount.

**106. INSURER'S AUTHORISED WORKSHOP**

Conditions 2(h) of this policy is hereby amended to read as follows:-

In the event Your Vehicle is involved in an accident and gives rise to a claim, Your vehicle must be removed to a PIAM Approved Repairers Scheme (PARS) workshop selected and approved by Us for repairs. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and We shall have the right to decline liability under Section A of the Policy.

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

#### **107. INSURER'S AUTHORISED MOTORCYCLE REPAIRER**

In the event Your motorcycle is involved in an accident and gives rise to a claim, Your motorcycle must be removed to a motorcycle repairer approved by Us for repairs. Failure to remove Your motorcycle to an approved motorcycle repairer would be a breach of this endorsement and We shall have the right to decline liability under Section A of the Policy.

Notes: 1. The application of the above Endorsement is at the discretion of member companies and shall only be applicable to comprehensive motorcycle insurance policies.

2. Bank Negara Malaysia (BNM) has requested that where there are no panel repairers, particularly in remote areas, motorcycle owners should be allowed to send their vehicles to non-panel workshops for repair after obtaining the approval of the Insurers concerned.

#### **108. PASSENGER LIABILITY COVER - (Motorcycle only)**

In consideration of an additional premium, the liability under Section B1(a) of the policy is extended to cover death of or bodily injury to any person (not being a member of Your household or a member of Your authorised drivers' household), being carried in or upon or entering or getting on to or alighting from Your Vehicle.

Subject otherwise to the Terms and Conditions of this 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 (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 (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 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:

- a) sanctioned by the Road Transport Department with Lesen Perubahan Sementara for the temporary change of the usage of the bus to excursion issued to the Insured, and
- b) restricted to school holidays approved by government or school authorities and gazetted public holidays, Saturdays and Sundays only (no cover granted during schooling days).
- c) if otherwise during schooling days, such study visits/trips are strictly for school children only with approval obtained from the Ministry of Education.

Subject otherwise to the Terms and Conditions of this Policy.

**111. CURRENT YEAR "NCD" RELIEF (ONLY APPLICABLE TO COMPREHENSIVE PRIVATE CAR POLICY)**

In consideration of the payment of additional premium by You to Us, We will pay You in the event Your No Claim Discount is forfeited when a claim is made or arising from the Policy, an amount equal to Your No Claim Discount entitlement under this Policy of the current period of insurance only.

If the current period of insurance exceeds twelve (12) months, payment under this benefit shall be based on the amount shown in the Schedule.

Upon settlement of any claim under this extension, this benefit shall automatically terminate.

This cover ceases automatically:

- (a) upon transfer of the ownership under this Policy
- (b) upon withdrawal of No Claim Discount from this Policy

No refund premium shall be allowed upon cessation of the benefit or on mid-term cancellation.

Subject otherwise to the Terms and Conditions of this Policy.

**N.B** An additional premium of 15% on NCD entitlement on the current period of insurance subject to a minimum premium of RM50.00 is charged for an extension of this cover.

## 112. COMPENSATION FOR ASSESSED REPAIR TIME (CART)

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

Provided that:-

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

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

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

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

Subject otherwise to the Terms and Conditions of this Policy.

**Note:**

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

**113. REFERENCE TO MOTOR VEHICLE MARKET VALUATION SYSTEM**

It is agreed that even if anything stated to the contrary in this Policy, clause (d), (e) and (f) under the header 2. Basis of Settlement of Section A of the Policy is deleted and replaced with the following clause (d), (e) and (f):-

- (d) When a claim is made, the market value of Your Vehicle would be determined by the \*(name of motor vehicle market valuation system) 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) If no market value is available from the \*(name of motor vehicle market valuation system) for Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster licensed under the Insurance Act, 1996, agreed to by both You and Us.
- (f) The valuation done by the \*(name of motor vehicle market valuation system) or Loss Adjuster licensed under the Insurance Act, 1996 will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.

Subject otherwise to the Terms of this Policy.

\*Insert **ISM Automobile Business Intelligence System** or any other motor vehicle market valuation system(s) that may be approved by PIAM and Bank Negara Malaysia.

Notes:

1. Reference to the ISM Automobile Business Intelligence System or any other motor vehicle market valuation system (s) as approved by PIAM and Bank Negara Malaysia should be used by the insurer to determine the sum insured at the point of purchase/renewal of the motor insurance policy as well as the quantum of settlement when processing claims, and not only in the event of a dispute.
2. Insurers is required to choose only one particular market valuation system as a reference point to determine the market value of a vehicle from the inception of the policy i.e. at the point of purchase/renewal of the motor insurance policy to claims processing (quantum of settlement).
3. The sum insured value prescribed should be the recommended sum insured of the insurers and not to be applied as agreed value basis (unless specifically mentioned by the individual insurer).
4. The recommended sum insured at all time shall be the same as the value prescribed by the chosen valuation system.
5. Basis of Settlement 2(c) - Average clause is not applicable if insured adopts the insurers' recommended sum insured based on the chosen valuation system.