



Liberty

Insurance®

LIBERTY EZY PLUS BUNDLE
COMMERCIAL VEHICLE - COMPREHENSIVE

TYPES OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY:-

COMPREHENSIVE - Sections A & B of this Policy apply

THIRD PARTY ONLY - Only Section B applies

ALL ENDORSEMENTS, CLAUSES OR WARRANTIES THAT ARE SEPARATELY ATTACHED TO THIS POLICY SHALL ALSO APPLY.

OUR AGREEMENT

Non-Consumer Insurance Contract (Insurance for purposes related to Your Trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

SECTION A - LOSS OR DAMAGE TO YOUR VEHICLE

1. We will indemnify You if Your Vehicle is damaged or lost in the following circumstances:-

- a) by accidental collision or overturning,
- b) by collision or overturning caused by mechanical breakdown,
- c) by collision or overturning caused by wear and tear,
- d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
- e) by fire explosion or lightning,
- f) by burglary, housebreaking or theft
- g) by malicious act,
- h) when in transit (including its loading and unloading) by:
 - (i) road rail inland waterway
 - (ii) direct sea route across the straits between the island of Penang and the mainland.

2. Basis of Settlement

- a) We will at Our option
 - (i) pay the cost of repairs to Your Vehicle, or
 - (ii) pay in cash the amount of the loss or damage to Your vehicle, or
 - (iii) reinstate or replace Your Vehicle.
- b) The maximum amount We will pay is the market value of Your Vehicle at the time of the loss or the sum insured in the Policy whichever is the lower figure.
- c) If Your Vehicle shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, You shall be considered as being Your own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more.
- d) The market value of Your Vehicle would be determined in the event of a dispute by the Head Office of the Franchise-holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
- e) In the event no Franchise-holder is available for the make of Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under the Financial Services Act, 2013 and its subsequent legislation, agreed to by both You and Us.
- f) The valuation done by the relevant Head Office of the Franchise- holder or Loss Adjuster registered under the Financial Services Act, 2013 and its subsequent legislation, will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.
- g) The maximum amount We will pay for the cost of repairs to Your Vehicle shall be the expenses necessarily incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre- accident condition as is reasonably possible). If new franchise parts are used, You will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:-

Age of Vehicles/Years	Rate for Betterment (Not to exceed following %)
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:-

Age of vehicle based on:-

New Vehicles.....	Date of Registration
Local second-hand/used vehicles.....	Date of Original Registration
Imported second-hand/used vehicles.....	Year of manufacturer
Imported reconditioned vehicles.....	Year of Manufacturer

The application of betterment shall be at Our discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

3. Transportation of Damaged Vehicle

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

EXCEPTION TO SECTION A

We will NOT pay for:

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

SECTION B: LIABILITY TO THIRD PARTIES

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

2. Limits of Our Liability

Our total liability under Section B1(a) is unlimited.) in respect) of any one) claim or series of
Our total liability under Section B1(b) is limited to RM3 million) claims arising out) of one event.

3. Towing Disabled Vehicle

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

- a) such towed vehicle is not towed for reward
- b) we are not liable for loss or damage to such towed vehicle or property being conveyed thereon

4. Cover For Legal Representatives

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

5. Legal Costs

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

EXCEPTION TO SECTION B

We will NOT pay for:

- a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Vehicle.
- b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your authorized driver.
- c) death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (unless he/she is required to be carried in or on Your Vehicle by reason of or in pursuance of his/her contract of employment with You and/or Your authorised driver and/or his/her employer).
- d) damage to property belonging to or in the custody of or control of or held in trust by You and/or Your authorised driver and/or any member of Your and/or Your authorised driver's household.

- e) damage to any bridge, weigh bridge or viaduct or to any road or anything beneath by vibration or by the weight of Your Vehicle or of the load carried by Your Vehicle.
- f) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle.
- g) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on Your Vehicle except so far as is necessary to meet the requirements of the legislation.
- h) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- i) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

NO-CLAIM-DISCOUNT

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

<u>Period of Insurance</u>	<u>Discount</u>	
	<u>HIRE CARS*</u>	<u>OTHERS</u>
After the first year of insurance	25%	15%
After the second year of insurance	30%	20%
After the third or more years of insurance	45%	25%

* Hire Cars refers to Hire Driving and Chauffeur Driven

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motor Vehicle is described in the Schedule, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

1. Your rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
3. In the event that an Own Damage claim has been paid and a Third Party Property Damage claim has also been made, You are required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid and any consequent costs fees or expenses incurred.

GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY

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

1. If You or any person with Your consent are not licensed to drive the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to drive Your Vehicle under any required laws, by-laws and regulations.
2. If You or Your authorized driver drive Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
3. a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.
b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver or a person driving on Your order or with Your permission.
4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If 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 therefrom or any consequential loss
(b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

If a law or laws are named in a section of the policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

CONDITIONS - THESE APPLY TO THE WHOLE POLICY

1. DUTY OF DISCLOSURE

Non-Consumer Insurance Contract

Where You have applied for this insurance wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

2. ACCIDENTS AND CLAIMS PROCEDURES

- a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-
 - (i) Within seven (7) days if you are not physically disabled or hospitalised following the event.
 - (ii) Within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
 - (iii) Other than (i) and (ii), a longer notification period may be allowed subject to specific proof by You.
- b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if We decide that You are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.
- c) All accidents must be reported to the Police as required by the Law.
- d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the conviction of the offender.
- e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- g) No repairs may be 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) (i) In any event giving rise to a claim or series of claims under Section B(1)(b) of this Policy, We may pay to You the full amount of Our liability under Section B(1)(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 the 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 (inclusive of Service Tax) based on Our customary short- period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:

<u>Period of Insurance</u>	<u>Refund of Premium %</u>
Not exceeding 1 week	87.5 of the annual premium
1 month	75.0 ' ' ' '
2 months	62.5 ' ' ' '
3 months	50.0 ' ' ' '
4 months	37.5 ' ' ' '
6 months	25.0 ' ' ' '
8 months	12.5 ' ' ' '
Exceeding 8 months	No refund of premium allowed

- e) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.
- f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

4. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering Your Vehicle. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss, damage or liability, We shall only pay Our rateable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

5. SUBROGATION

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

6. ARBITRATION CLAUSE

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

7. OTHER MATTERS

This Policy will only be operative if:-

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

DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

1. We/Us/Our refer to the Insurance Company.
2. You/Your/Yourself refer to the Policyholder and/or Insured.
3. Your Vehicle refers to the Vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
4. Accessories refer to the standard tools of a motor vehicle including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code is as follows:-
Whoever by deceiving any person, whether or not such deception was the sole or main inducement:-
 - a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
 - b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".
8. Criminal breach of trust as defined in the Penal Code is as follows:-
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".
9. Acts of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

THESE ENDORSEMENTS AND WARRANTY ARE NOT APPLICABLE UNLESS THEY ARE SPECIFIED IN THE SCHEDULE OR ATTACHED THEREON

1. EXCESS ALL CLAIMS

You are responsible for the first amount of Excess stated in the Policy Schedule for 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 A – LOSS OR DAMAGE TO YOUR VEHICLE of this Policy in addition to any other excess that may be applicable.

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

Subject otherwise to the Terms and Conditions of this Policy.

3(p) THIRD PARTY ONLY

The cover provided for in this policy is limited to Third Party only :- Section B (LIABILITY TO THIRD PARTIES).

Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled. Subject otherwise to the Terms and Conditions of this Policy.

3(q) THIRD PARTY, FIRE AND THEFT

The cover provided for in this policy is limited to Third Party Fire and Theft only.

Section A (LOSS OR DAMAGE TO YOUR VEHICLE) of this policy will cover You if Your vehicle is damaged or lost by fire, explosion, lightning, burglary, housebreaking or theft and

Section B (LIABILITY TO THIRD PARTIES).

Subject otherwise to the Terms and Conditions of this Policy.

15. HIRE PURCHASE

We have noted and agreed that the Hire Purchase Company stated in the Policy Schedule (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 the Employer stated in the Policy Schedule is 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 the said Employer 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.

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

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 the number of persons stated in the Policy Schedule** (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:

* This proviso is not applicable in the case of Special Type Vehicles.

**The number of persons stated in the Policy Schedule in the case of Cars for Hire must be 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.

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

- 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
- reasonable cost of fitting such spare parts/accessories. Subject otherwise to the Terms and Conditions of this Policy.

38. MOBILE CRANES

We agree that in respect of the Motor Vehicle stated in the Policy Schedule We shall not be liable:-

- 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.
- 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.

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.

95. LEASING ENDORSEMENT

We have noted and agreed that:-

- The Leasing Company stated in the Policy Schedule (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.
- 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.
- 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.
- 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>
(as stated in the policy Schedule)	(as stated in the policy Schedule)

Any claims 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.

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.

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.

**SECTION C : Endorsements – applicable only if the Endorsement number is printed in the Schedule –
Applicable for Liberty Ezy Plus Bundle - Commercial Vehicle – Comprehensive coverage only .**

The following is a list of additional terms and conditions (known as Endorsements) that We may impose on You or optional covers available that You may want to add to Your basic Policy by paying additional premium. Note that only Endorsements with their numbers specifically printed in the Schedule shall apply to this Policy.

No	Benefit Table	Liberty Ezy Plus Bundle Commercial Vehicle - Comprehensive		
		A / C Permit	A /C Permit	Conditions
		Plan A Sum Insured	Plan B Sum Insured	(Per Person / Occurrence)
1	Accidental Death (maximum up to 2 person)	RM 50,000	RM 80,000	per person / per accident / per year
2	Permanent Dismemberment (maximum up to 2 person)			per person / per accident / per year
	i) Loss of use for both hands or both feet	RM50,000	RM80,000	
	ii) Loss of use for sight of both eyes	RM50,000	RM80,000	
	iii) Loss of use for one hand and one foot	RM50,000	RM80,000	
	iv) Loss of use for sight of one eye and one hand or one foot	RM50,000	RM80,000	
	v) Loss of use for one hand or one foot	RM25,000	RM40,000	
	vi) Loss of use for sight of one eye	RM25,000	RM40,000	
3	Medical Expenses due to accident up to – (Maximum up to 2 person)	RM 500	RM 1,500	per person / per accident / per year
4	Hospital Income Benefits due to accident (Maximum 30 days – Maximum up to 2 person)	RM 100/day	RM 150/day	Daily benefit, up to 30 days max per person / per accident / per year
5	Allowance due to loss of Driver and /or One Attendant to Accidental death involving Named Commercial Vehicle – (Maximum up to 2 person) (payable to the Company)	RM 2,000	RM 2,000	per person / per accident / per year
6	Depreciation protection for total loss/theft for Commercial vehicle 4 years old and below (Payment on the differences between current market value against the policy Sum Insured at the point of a claim settlement) Not Applicable for Under Insured Commercial Vehicle and Maximum payout of 15% of Motor Claim settlement for Over Insured Commercial Vehicle	Not Applicable	Differences between current market value against the policy Sum Insured at the point of a claim settlement	Vehicles 4 years old and below one occurrence / per year / per vehicle

7	Tools of Trade, trade stock or materials damaged in accident or stolen in the named commercial vehicle up to	Not Applicable	RM 1,000	Up to specified amount one occurrence / per year / per vehicle
8	Sign Writing - fixed advertising or material forming a permanent part of the named commercial vehicle up to	Not Applicable	RM 2,000	
9	Inconvenience Allowance due to Loss or damage during a strike, riot or lockout of the named commercial vehicle.	Not Applicable	RM 2,000	One occurrence / per year / per vehicle
10	Cover for misfuelling, example - put RON95 instead of diesel up to	Not Applicable	RM 1,500	Up to specified amount one occurrence / per year / per vehicle
11	Inconvenient Allowance due to Vehicle Theft / Fire – payable to the company	Not Applicable	RM 2,000	one occurrence / per year / per vehicle
12	Weekly benefits due to accident of the named commercial vehicle – payable to the company.	Not Applicable	RM 300/week	Weekly benefit of RM 300, up to 4 weeks one occurrence / per year / per vehicle
13	Waiver of Betterment (Up to age of vehicle 10 years & below)	Not Applicable	Applicable	Up to specified amount as per Commercial vehicle policy wording one occurrence / per year / per vehicle

Note: We will pay up to a limit as stated in the benefit table. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted during each policy period.

1. Endorsement PBCV001 : Accidental Death

In the event of injury resulting in loss of life of the authorised driver and/ or one attendant as a result of an accident involving the Named commercial vehicle stated in the policy schedule, within one hundred eighty (180) days after the date of the accident, the Company will pay up to the stipulated limits as stated in the policy.

The policy provides coverage for up to two (2) insured persons (the driver and/ or one attendant) per commercial vehicle per policy year.

2. Endorsement PBCV002 : Permanent Dismemberment

Loss of sight and dismemberment when injury does not result in loss of life of the authorised driver and/ or one attendant as a result of an accident involving the Named commercial vehicle stated in the policy schedule, within one hundred eighty (180) days after the occurrence of the accident but results in any of the following losses within the said one hundred eighty (180) days, the Company will pay for loss of:

Table Of Benefit	Sum Insured (RM)		Limit
	PLAN A	PLAN B	
Loss of use for both hands or both feet	RM 50,000	RM 80,000	per person/ per accident
Loss of use for sight of both eyes	RM 50,000	RM 80,000	per person/ per accident
Loss of use for one hand and one foot	RM 50,000	RM 80,000	per person/ per accident
Loss of use for sight of one eye and one hand or one foot	RM 50,000	RM 80,000	per person/ per accident
Loss of use for one hand or one foot	RM 25,000	RM 40,000	per person/ per accident
Loss of use for sight of one eye	RM 25,000	RM 40,000	per person/ per accident

'Loss' as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference to eyes means the entire and irrecoverable loss of sight.

The occurrence of any specific loss for which compensation is payable under this part shall at once terminate the benefit under this section only for the claimant, but such termination shall be without prejudice to any claim originating but of the accident causing such loss.

No compensation will be paid under any circumstances for more than one of the losses, the greatest for which provision is made in this section.

The policy provides coverage for up to two (2) insured persons (the driver and/ or one attendant) per commercial vehicle per policy year.

Eligibility

Insured/Policyholder should be 21 years old and above, possess a Commercial Driving Licence (CDL) and obtain an additional Public Service Vehicle (PSV) Licence for Busses and Taxis, a Goods Driving Licence (GDL) for Lorries, Prime Movers and Vans or any valid driving licence on Commercial Vehicle under the regulations of the Malaysia Road Transport Department.

Exclusions

This insurance does not apply:

- i) to loss caused directly or indirectly, wholly or partly, by
 - a) Bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
 - b) Any other kind of disease.

- c) Medical or surgical treatment (except such as may be necessary solely by injuries covered by this policy and performed within the time provided in the policy).
- ii) to any bodily injury which shall result in hernia
- iii) to suicide or any other attempt thereat (sane or insane),
- iv) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The insured shall, if so require, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.
- v) to loss occasioned while the commercial vehicle is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade.
- vi) to the driver if such driver does not hold a valid driver's license to drive the automobile or is not qualified for holding or obtaining such a valid driver's license under the regulations of the Malaysia Road Transport Department.
- vii) while the commercial vehicle is used for illegal business pursuit as an unlicensed common carrier.
- viii) to child birth, miscarriage, abortion or pregnancy.
- ix) while the commercial driver is under the influence of intoxicating liquor, alcohol or drugs.

Special Provision

In the event that the actual number of attendant exceeds the number stated in the declaration of the policy, the Company's limit of Liability per person will be reduced by the ratio of the actual number of attendant to that of the number of attendant declared.

The limitation shall not apply to the Driver.

3. Endorsement PBCV003 : Medical Expense Reimbursement

When by reasons of injury, the authorised driver and/ or one attendant as a result of an accident involving the Named commercial vehicle stated in the policy schedule, shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expense incurred within fifty two (52) weeks from the date of the accident for such treatment, hospital charges, and nurse's fees up to the stipulated limits as per the Schedule per Person as the result of any one accident.

The policy provides coverage for up to two (2) insured persons (the driver and/ or one attendant) per commercial vehicle

4. Endorsement PBCV004 : Daily Hospital Income

The company will pay the Authorised driver and /or one attendant a daily benefit as specified as per the Schedule, for each day the Authorised driver and / or one attendant is hospitalized as a result of any one accident involving the Named commercial vehicle stated in the policy schedule, up to a maximum of thirty (30) days.

This benefit is payable only if the authorised driver and / or one attendant is hospitalised for more than twenty-four (24) hours due to an accident in the named commercial vehicle. Hospital shall mean any lawfully operating public or private hospital / medical centre which provides Room and Board and twenty - four (24) hours nursing services.

The policy provides coverage for up to two (2) insured persons (the driver and/ or one attendant) per commercial vehicle.

5. Endorsement PBCV005 : Allowance due to loss of Driver and /or One Attendant to Accidental death involving Named Commercial Vehicle

The Company will pay for an allowance of one-off payment as stated in the schedule due to loss of Driver and / or One attendant to death as a result of an accident involving the Named commercial vehicle stated in the policy schedule.

This benefit shall be payable if the death occurs within 180 days after the date of the accident.

We will pay an allowance as stated in the benefit table. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated for the claimant and no reinstatement shall be granted.

The policy provides coverage for up to two (2) insured persons (the driver and/ or one attendant) per commercial vehicle for one single incident during the policy period.

6. Endorsement PBCV006 : Depreciation Protection

Applicable to Commercial vehicle age 4 years old and below. Age of the Vehicle calculated from the Manufacturing year stated in the Registration Card issued by Malaysia Road Transport Department.

The Company will pay the differences between sum insured of policy issuance against the market value at the time of loss due to total loss/theft that is being reported and the claim is payable under the Section A of the Motor Policy and limited to vehicle age 4 years old and below.

Any UNDER INSURED Commercial Vehicle at the point of claims settlement under Section A of the Motor policy, such Commercial vehicle will NOT be entitle for any payment under this benefit. If the Commercial Vehicle is being noted as OVER INSURED at the point of claims settlement under the Section A of the Motor policy, such Commercial Vehicle under this benefit will be compensate to a maximum limit of 15% from the Motor claim settlement amount only.

Refer to the example of settlement table.

Scenarios	Standard Market Value	Under Insured	Over Insured
	Example 1	Example 2	Example 3
Sum Insured at the point of inception	120000	80,000	400,000
Market value at the point of loss	115,000	90,000	115,000
Loss payout under Motor Policy Coverage	115,000	80,000	115,000
Loss payout for bundle benefit Coverage	5,000	0	17,250
Total Loss Payout	120,000	80,000	132,250

It is always advice able to insured the Commercial Vehicle at the point of the policy issuance based on the current market value.

Insured would be penalized as shown above if the Sum Insured of your vehicle at the point of inception is lower than the Actual Market value at the point of loss exceeds by 10%. On the other hand, it would be unnecessary to insure the vehicle at a sum insured higher than the market value since the maximum payout at the point of loss would be limited to market value.

Upon settlement of any claim under this benefit, the benefit shall automatically be terminated for the claimant and no reinstatement shall be granted.

7. Endorsement PBCV007 : Tools of Trade, trade stock or materials damaged in accident or stolen in the named commercial vehicle

We will pay for loss or damage to Your tools of trade, trade stock and material as a result of an accident involving the Named commercial vehicle stated in the policy schedule.

This benefit will only apply to:

- i) tools of trade, trade stock or materials that are stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box, permanently fixed to Your Vehicle; or
- ii) tools of trade, trade stock or materials that are Damaged as a result of a collision to Your Vehicle

Kindly take note that Jewelry, items made of precious metals such as gold and silver and glassware are excluded from this coverage.

We will pay up to a limit as stated in the benefit table. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted. Any claim under this benefit shall not affect your NCD entitlement and NO excess will apply.

Trade Stock and material means :

- i) raw materials and components - ready to use in production
- ii) work in progress - stocks of unfinished goods in production
- iii) finished goods ready for sale
- iv) consumables - fuel, stationery, fertilizer, etc.

8. Endorsement PBCV008 : Sign Writing

We will pay for any loss or damage as a result of an accident involving the Named Commercial Vehicle to fix the advertising or material forming a permanent part of Your Vehicle where reinstatement is required.

We will pay up to a limit as stated in the benefit table. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted.

9. Endorsement PBCV009 : Inconvenience Allowance due to Loss or damage during a strike, riot or lockout

The Company will pay an Inconvenience Allowance for any accident, loss, damage or liability on Insured Named Vehicle only stated in the Schedule directly caused by:

- i) 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 minimizing the consequences of such disturbance.
- ii) the willful 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 minimizing the consequences of any such act.

A lockout is a work stoppage or denial of employment initiated by the management of a company (employers or industry owners) during a labour dispute.

A locked out worker refers to an employee who is subject to work stoppage or denial of employment initiated by the management of a company (employers or industry owners) during a labour dispute.

Provided that the indemnity given by reason of this benefit 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:

- i) war, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war.
- ii) 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.

We will pay the Inconvenience Allowance as stated in the benefit table. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted. Any claim under this benefit shall not affect your NCD entitlement and NO Excess will apply.

10. Endorsement PBCV010 : Misfuelling

The Company will pay the cost of the following up to maximum limit specified in the event of misfuelling of gasoline / fuel (petrol / diesel):

- i) draining and flushing your vehicle's fuel tank on site using a specialist roadside vehicle, or
- ii) recovery of your vehicle, to the nearest repairer to drain and flush the fuel tank.

Exceptions:

- i) mechanical or component damage to your vehicle whether or not caused as a result of misfuelling.
- ii) any claim for misfuelling occurring within 14 days of the start date of the policy (except where your policy has renewed with us).
- iii) any fuel required to replenish the fuel tank after draining and flushing out of the contaminated fuel.
- iv) any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- v) any expenses that are not supported by original receipts or a written report from the specialist who drained or recovered the fuel tank in your vehicle.
- vi) loss of use of your vehicle due to misfuelling.

We will pay up to a limit as stated in the benefit table. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted. Any claim under this benefit shall not affect your NCD entitlement and NO excess will apply.

11. Endorsement PBCV011 : Vehicle Theft/Fire Inconvenience Allowance

The Company will pay an inconvenience allowance a one-off payment specified in the benefit table, whereby a valid claim is being reported and payable under the Motor policy of Section A in the event of:

- i) the named commercial vehicle stolen due to theft / vehicle jacked by duress or threat of violence, or
- ii) Total Loss due to fire, explosion or lightning.

The claim under this benefit will only be payable if the named commercial vehicle cannot be found / recovered within 21 days from the date of loss. Otherwise, if the Named commercial vehicle has been found / recovered within 21 days then the claim under this benefit is not payable.

Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted.

12. Endorsement PBCV012 : Weekly Benefit due to accident

The Company will pay the Insured an allowance of RM 300 per week up to the maximum limit of 4 weeks weekly benefit, resulting from business interruptions or interference in the event Your named Commercial Vehicle stated in the policy schedule is damaged in an Accident and cannot be driven and being layoff in the workshop for repair works since the accident date, subject to reasonable period evaluated by an adjuster. Moreover, there should be a valid claim being reported and payable under the Section A of the Motor Policy in order to claim the weekly benefit. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted.

13. Endorsement PBCV013 : Waiver of Betterment

The Company will waive the betterment cost shown in your Commercial Vehicle Motor policy wording which is applicable to Your Named Commercial vehicle as a result of an accident, subject your named Commercial vehicle age is 10 years old and below. Upon settlement of any claim under this benefit, the benefit shall automatically be terminated and no reinstatement shall be granted.

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenues below. Kindly check with our company's Complaints Unit on the proper avenue for dealing with your complaint.

LIBERTY INSURANCE BERHAD

Ground Floor, Menara Liberty,
1008, Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel No.: 03-03-2619 9000 (G/L) or 1-300-888-990
Fax No.: 03-2693 0111
E-mail: customercare@libertyinsurance.com.my
Website: www.libertyinsurance.com.my

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia

Ground Floor D Block
Jalan Dato' Onn
50480 Kuala Lumpur
Tel. No.: 03-2698 8044 (General Line)
Fax No.: 03-2174 1515
Toll Free: 1-300-88-5465
E-mail: bnmtelexlink@bnm.gov.my
Website: www.bnm.gov.my

Ombudsman for Financial Services (664393P) / Ombudsman Perkhidmatan Kewangan (664393P)

(Formerly known as Financial Mediation Bureau)
Level 14, Main Block, Menara Takaful Malaysia,
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel. No.: 03-2272 2811
Fax No.: 03-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my