

COMMERCIAL VEHICLE 365 PLAN ENDORSEMENT (NON-TARIFF)

In consideration of the additional premium paid by **You** to **Us** for this **Endorsement**, the following benefits will be attached in addition to **Your** base motor insurance policy subject to terms and conditions as mentioned below. Please refer to the Schedule for the plan purchased under this **Endorsement**.

TABLE OF BENEFITS

| No | Benefit Schedule | Commercial Vehicle 365 Plan | | | |
|-------------------|--|-----------------------------|---------------|----------|---|
| | | A & C Permit | | | Conditions |
| | | Plan 1 | Plan 2 | Plan 3 | Per Person / Per Occurrence |
| Endorsement Codes | | MCVCO001 | MCVCO002 | MCVCO003 | |
| 1 | Accidental Death | Driver / Attendant | | | per person / per accident / per policy year |
| | | Not Applicable | RM20,000 | RM50,000 | |
| 2 | Permanent Disablement | Driver / Attendant | | | per person / per accident / per policy year |
| | a) Loss of use for both hands or both feet | Not Applicable | RM20,000 | RM50,000 | |
| | b) Loss of use for sight of both eyes | | | | |
| | c) Loss of use for one hand and one foot | | | | |
| | d) Loss of use for sight of one eye and one hand or one foot | | | | |
| | e) Loss of use for one hand or one foot | | | | |
| | f) Loss of use for sight of one eye | | RM10,000 | RM25,000 | |
| 3 | Medical Expenses due to accident | Driver / Attendant | | | per person / per accident / per policy year |
| | | Not Applicable | Up to RM1,000 | | |
| 4 | Flood Relief Allowance | RM5,000 | | | one occurrence / per policy year / per vehicle |
| 5 | Compassionate Allowance for Total Loss of Vehicle (CALV) / Theft | RM2,000 | | | one occurrence / per policy year / per vehicle |
| 6 | Vehicle Breakdown Assistance & Towing Service (Vehicle Age 15 years and below; 8,000kg and below) | Up to 150km | | | per roundtrip / up to 3 times per policy year / per vehicle |

DEFINITIONS

- Endorsement** refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic Policy.
- Hospital** means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having twenty-four (24) hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
- Medical Practitioner** means a physician qualified with a degree in Western Medicine who is legally licensed and duly qualified to practise medicine and surgery.
- Period of Insurance** means the specified insurance commencement date until its expiry date for the insurance coverage as stated in the Schedule.
- Round trip is defined as a trip by the tow truck from its starting location to the scene of the Incident, then towing **Your Vehicle** to the **Repairer** requested by the driver or to a safe place of storage, then the tow truck's return trip to its starting location.

BENEFITS

1. ACCIDENTAL DEATH

We will pay the benefits according to the plan selected as per Schedule for bodily injury resulting in loss of life of the driver and/or one attendant due to an accident while travelling in **Your Vehicle** within twelve (12) calendar months from the date of accident.

This benefit provides coverage for up to two (2) persons (the driver and/or one attendant) per vehicle during any one (1) **Period of Insurance**.

This benefit is extended to cover **Your Vehicle's** owner twenty-four (24) hours a day worldwide irrespective of whether he or she is in **Your Vehicle** or not. If **Your Vehicle** is registered under association/corporation/company, **Your Vehicle's** owner may nominate a person to be covered under this extended coverage/benefit.

2. PERMANENT DISABLEMENT

We will pay the benefits according to the plan selected as per Schedule for permanent disablement as a result of bodily injury to the driver and/or one attendant due to an accident while travelling in in **Your Vehicle** within twelve (12) calendar months from the date of accident.

Table of Compensation

| Description of Disablement Compensation | Compensation (Percentage (%) of Principal Sum Insured) |
|---|---|
| Loss of both hands or both feet | 100 |
| Loss of sight of both eyes | |
| Loss of one hand and one foot | |
| Loss of sight of one eye and one hand or one foot | |
| Loss of one hand or one foot | 50 |
| Loss of sight of one eye | |

Permanent total loss of use of a part of a body shall be treated as a loss of the part of the body.

The aggregate of all percentages payable under permanent disablement benefit in respect of any one accident shall not exceed 100% of the principal sum insured as per Schedule for any one person.

In the event of a permanent disablement claim which subsequently resulting in death of the driver and/or one attendant in respect of the same accident, the total amount payable shall not exceed the principal sum insured of accidental death.

This benefit is extended to cover **Your Vehicle's** owner twenty-four (24) hours a day worldwide irrespective of whether he or she is in **Your Vehicle** or not. If **Your Vehicle** is registered under association/corporation/company, **Your Vehicle's** owner may nominate a person to be covered under this extended coverage/benefit.

This benefit provides coverage for up to two (2) persons (the driver and/or one attendant) per vehicle during any one (1) **Period of Insurance**.

3. MEDICAL EXPENSES

We will pay the actual expenses incurred up to the limit according to the plan selected as per Schedule within fifty-two (52) weeks from the date of accident for treatment, hospital charges and nursing fees where the driver and/or one attendant shall require treatment by a **Medical Practitioner**, confinement in a **Hospital** or the employment of a licensed or graduate nurse due to accidental bodily injury while travelling in **Your Vehicle**.

This benefit provides coverage for up to two (2) persons (the driver and/or one attendant) per vehicle during any one (1) **Period of Insurance**.

4. FLOOD RELIEF ALLOWANCE

We will pay an amount according to the plan selected as per Schedule as Flood Relief Allowance in the event of damage to **Your Vehicle** due to flood, flash flood, overflowing of waterways, drains or rivers or mud slides. **You** must submit a police report of the flood incident, photographs before and after cleaning works and/or any additional document for verification to **Us**.

Your Vehicle should be directed or towed to a **Repairer** for claim assessment.

This benefit is limited to one (1) occurrence during any one (1) **Period of Insurance** only.

5. COMPASSIONATE ALLOWANCE FOR TOTAL LOSS OF VEHICLE (CALV) / THEFT

We will pay an amount equivalent to 10% of **Your Vehicle's** sum insured up to the sum according to the plan selected as per Schedule in the event **Your Vehicle** is declared as total loss ('beyond economical repair') or stolen and such claim is paid under Section A of the Policy.

This benefit will only be payable if **Your Vehicle** cannot be found / recovered within 21 days from the date of loss.

6. VEHICLE BREAKDOWN ASSISTANCE AND TOWING SERVICE (WITHIN MALAYSIA ONLY)

We will provide minor roadside service assistance in the event of breakdown of **Your Vehicle**, which is immobilized that requires minor roadside repair and assistance services. In the event of breakdown, **You** and/or **Your** Authorised Driver must call the 24-hour toll free number 1800 88 5005 to request for the necessary assistance. Upon receiving the call, **Our** assigned service provider shall arrange a mechanic to the site where **Your Vehicle** has broken down or encountered minor breakdown to provide minor roadside assistance services.

The costs of spare parts, locksmith, batteries or petrol required during the performance of minor roadside repair carried out at breakdown site or assigned service provider's workshop is to be negotiated and agreed upon between **You** and/or **Your** Authorised Driver and the service provider. These costs will be **Your** and/or **Your** Authorised Driver's responsibility.

In the case where a minor roadside repair and assistance is not suitable to mobilize **Your Vehicle**, **We** will arrange towing to the nearest service provider or to **You** and/or **Your** Authorised Driver's specified destination and agreed by **Us** within the distance limit according to the plan selected as per Schedule. Toll charges are not covered in the towing services. Any incurred summons and/or compound from any authorities and parking fees (if any) are not covered.

SPECIAL PROVISIONS

1. Any claim under the benefits for this **Endorsement** shall not affect the NCD entitlement and no Excess will apply. Reinstatement is not allowed for the benefits provided.
2. This **Endorsement** does not provide coverage under any of the following circumstances for benefit 1 and 2:
 - (a) Loss caused directly or indirectly, wholly or partly, by
 - (i) bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound);
 - (ii) any other kind of disease or sickness; or
 - (iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this **Endorsement** and performed within the time provided in this **Endorsement**)
 - (b) Any bodily injury which shall result in hernia.
 - (c) Suicide or any other attempt thereof (sane or insane).
 - (d) 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 **Us**, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.
 - (e) 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.
 - (f) The 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.
 - (g) The vehicle is used for illegal business pursuit as an unlicensed common carrier.
 - (h) Child birth, miscarriage, abortion or pregnancy unless caused solely and directly by accidental means to the driver and / or attendant while driving, riding, alighting or boarding from **Your Vehicle**.
 - (i) The driver is under the influence of intoxicating liquor, alcohol or drugs.
3. This **Endorsement** does not provide coverage under any of the following circumstances for benefit 6:
 - (a) Service outside the territorial limits stated.
 - (b) Cost of repair or replacement of parts and components in the workshop or service center.
 - (c) Petrol, toll charges, parking fees, accommodation and telephone charges unless specifically mentioned.
 - (d) Towing of **Your Vehicle** after it has been sent for a spray job.
 - (e) Towing or breakdown assistance due to natural catastrophic events or Act of God such as earthquake, flood and windstorm. Breakdown services should be made available once the event eases where the **Our** assigned service provider is able to dispatch assistance to the location of **Your Vehicle**.
 - (f) **Your Vehicle** being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies).
 - (g) Incidents caused by strike, riot or civil commotion which **You** or **Your** Authorised Driver participates deliberately.
 - (h) Any illegal or unlawful act by **You** or **Your** Authorised Driver or the use of **Your Vehicle** for any unlawful or illegal purposes.
 - (i) When **Your Vehicle** is in any remote area or non-gazetted road e.g. estate, plantation, jungle, basement, roof top parking area and on an unpaved road surface.
 - (j) When **Your Vehicle** can still be driven and does not pose any risk to drive in terms of regulation.
 - (k) When **You** or **Your** Authorised Driver requests to have second towing for one same incident.
 - (l) Towing of trailer (service provided for prime mover only).
 - (m) Towing of **Your Vehicle** where the weight of **Your Vehicle** is greater than the weight capacity it was designed to accommodate as stated in **Your Vehicle's** manufacturer's specifications.
 - (n) Any towing request due to vehicle manufacturer's recall unless there is an incident covered by **Your** Policy.
 - (o) Any consequential costs incurred during the recovery or towing process.

If **You** are not satisfied with the course of action taken by **Us** or decision made by **Us**, **You** may seek recourse through **Our** Complaints Management Unit and alternatively, may seek redress or assistance from the Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) as stated in **Your** base motor policy.