

MOTOR CYCLE POLICY

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

In consideration of You having applied to Us to insure Your Vehicle by a proposal and declaration which shall be the basis of this contract and having paid to Us the premium stated in the Policy Schedule in accordance with the laws of Malaysia, We will indemnify You against loss, damage or liability as described in this Policy occurring during the Period of Insurance subject to the terms, conditions, endorsements, clauses or warranties forming part of this policy.

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 but We will not cover loss of or damage to accessories (or any part thereof) and/or loss of or damage to any part(s) of Your Vehicle unless Your Vehicle is stolen at the same time.
 - (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 licensed under the Insurance Act, 1996 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 licensed under the Insurance Act, 1996 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 Vehicles based on:- |
|------------------------------------|-------------------------------|
| New Vehicles | Date of Registration |
| Local second-hand/used vehicles | Date of Original Registration |
| Imported second-hand/used vehicles | Year of Manufacture |
| Imported reconditioned vehicles | Year of Manufacture |

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

Transportation of Damaged Vehicle

We will pay You up to a maximum of RM50.00 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.

Exceptions to Section A

We will NOT pay for

- (a) consequential losses of any nature.
- (b) the loss of use of Your Vehicle.
- (c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle.

- (d) damage to Your Vehicles tyres unless Your Motor Vehicle is damaged at the same time.
- (e) 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.
- (f) the Excess stated in the Schedule.
- (g) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

SECTION B: LIABILITY TO THIRD PARTIES

1. We will indemnify You or Your authorized driver for the amount which You or Your authorized driver are legally liable to pay (including claimants' costs and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading therefrom for:-
 - (a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
 - (b) damage to property as a result of an accident arising out of the use of Your Vehicle
 provided Your authorised rider also complies with all the terms and conditions of the policy that You are subject to.
2. **Limits of Our Liability**
 Our total liability under Section B(1)(a) is unlimited) in respect of
) any one claim
) or series of claims
 Our total liability under Section B(1)(b) is limited to RM3 million.) arising out
) of one event.
3. **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.
4. **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 riding the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

EXCEPTIONS TO SECTION B

We will NOT pay for :

- (a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Vehicle.
- (b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your authorized rider.
- (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 rider 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 rider and/or any member of Your and/or Your authorised rider's household.
- (e) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (f) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

NO-CLAIM-DISCOUNT

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

| <u>Period of Insurance</u> | <u>Discount</u> |
|--|-----------------|
| After the first year of insurance | 15% |
| After the second year of insurance | 20% |
| After the third or more years of insurance | 25% |

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

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

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

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 ride 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 ride Your Vehicle under any required laws, by-laws and regulations.
2. If You or Your authorized rider ride 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 ridden by any person other than an Authorised Rider or a person riding on Your order or with Your permission.
4. If any loss or 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. 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 ridden 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 the 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

If You fail to disclose to Us fully and faithfully, all the facts which You know or ought to know, or if You misrepresented any facts to Us before the Policy was entered into, We may avoid this Policy.

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

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 convictions of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In 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 cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:-

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

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

4. OTHER INSURANCE

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

5. SUBROGATION

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

6. ARBITRATION CLAUSE

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

7. OTHER MATTERS

This Policy will only be operative if:-

- (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. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
6. 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".
7. 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".
8. Acts of terrorism means an act, including but not limited to the use of force of 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.

WARRANTIES/ENDORSEMENTS/CLAUSES WHERE APPLICABLE AS STATED IN THE POLICY SCHEDULE

ENDORSEMENT 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.

ENDORSEMENT 15 - HIRE PURCHASE

We have noted and agreed that the Hire Purchase Company as stated in the 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.

ENDORSEMENT 15 (A) - EMPLOYERS' LOAN

We have noted and agreed that the Employer as stated in the Schedule 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 the Employer as stated in the Schedule until notice is given to Us that they have no financial interest in Your Vehicle, and their receipt shall be a full and final discharge of Our liability in respect of such loss or damage.

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

Subject otherwise to the Terms and Conditions of this Policy.

ENDORSEMENT 94 - COMPULSORY EXCESS-DAMAGE CLAIMS

You are responsible for the first amount as stated in the Schedule of each and every claim payable under Section A of this Policy.

Subject otherwise to the Terms and Conditions of this Policy.

Cubic Capacity of Engine

100 c.c. and below
101 c.c. to 150 c.c.
151 c.c. to 250 c.c.
251 c.c. to 500 c.c.
Over 500c.c.

Excess

RM75.00
RM100.00
RM150.00
1% of Sum Insured subject to a maximum of RM500.00.
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.

AUTHORISED WORKSHOP CLAUSE 002

"In the event of the insured vehicle being involved in an accident giving rise to a claim within the areas of Wilayah Persekutuan, Selangor, Penang and Province Wellesley, the insured vehicle must be removed to a workshop approved by insurers for repairs. Failure to remove the insured vehicle to an approved workshop would be a breach of this endorsement and the insurer shall have the right to decline liability."