

COMMERCIAL VEHICLE POLICY

Third Party Fire and Theft

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KUCHING Lot 584-586, 1st Floor, Jalan Tun Ahmad Zaidi Aduce, 93150 Kuching Sarawak. P +6082 248 833, +6082 248 933 F +6082 428 633

SANDAKAN Lot 9, Block B, Utama Place, Mile 6, North Road, 90000 Sandakan, Sabah. P +6089 212 233 F +6089 222 173

SIBU No. 38, 1st Floor, Jalan Keranji, 96000 Sibul, Sarawak. P +6084 316 633 F +6084 318 933

For more information, log on to mpigenerali.com or call +603 2034 9888

A PERSONAL NOTE FROM THE CHIEF EXECUTIVE OFFICER

Thank you for choosing MPI Generali Insurans Berhad as your preferred Insurer.

We are continuously seeking to upgrade our services and products. Therefore, to enable us to better understand your needs and expectations and to serve you better, we welcome you to provide us with your valuable feedback for improvement on any areas ranging from your product needs to your service expectations.

Kindly direct your suggestions / complaints directly to our Chief Executive Officer at our Head Office, 8th Floor, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur.

In instances when complaints remain unresolved and if such complaints involve financial services or products less than RM250,000 or involve motor third party property damage insurance claims less than RM10,000, you may refer the matter to:

Ombudsman for Financial Services (OFS)

(Formerly known as Financial Mediation Bureau)

Level 14, Main Block, Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur

Tel: +603 2272 2811

Fax: +603 2272 1577

Email: enquiry@ofs.org.my

Website: www.ofs.org.my

Notwithstanding the above, for enquiry or complaint if the complaint is not resolved, you may also refer the matter to:

BNMTELELINK

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel: 1-300-88-5465 (1-300-88-LINK)

(Overseas: +603 2174 1717)

Fax: +603 2174 1515

Email: bnmtelelink@bnm.gov.my

Website: www.insuranceinfo.com.my

Chief Executive Officer

Personal Data Protection Act 2010

MPI Generali Insurans Berhad is committed and has put in place a Privacy Policy to safeguard the security and confidentiality of your personal information with us. In using our services and website, you acknowledge and agree to be bound by the terms of our Privacy Policy which is available at www.mpigenerali.com

GST Clause

The Insured and/or Insured Person agree to pay and to hold harmless MPI Generali Insurans Berhad for any taxes or other government charges (however denominated) imposed by the government with respect to the execution or delivery of this Policy.

COMMERCIAL VEHICLE POLICY – Third Party Fire and Theft

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

For Non - Consumer Insurance Contracts (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 cover You if Your Vehicle is damaged or lost in the following circumstances:-

- (a) by fire explosion or lightning,
- (b) by burglary, housebreaking or theft,

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, **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.

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.

4. 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 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 pay the amount which You or Your authorized driver are legally liable to pay (including claimants' cost and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading there from for:-

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

2. Limits of Our Liability

Our total liability under Section B(1)(a) is) in respect
unlimited.) of any one
) claim or series
Our total liability under Section B(1)(b) is) of claims
limited to RM3 million.) arising out
) of one event.

3. Towing Disabled Vehicle

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

Provided that:-

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

4. Cover for Legal Representatives

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

5. Legal Costs

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

EXCEPTIONS TO SECTION B

We will NOT pay for

- (a) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from **Your Vehicle**.
- (b) death or bodily injury to any person where such death or injury arises out of and in the course of employment of such person by **You** or by **Your** authorized driver.

- (c) death or bodily injury any person being carried in or upon or entering or getting on to or alighting from **Your Vehicle** (unless he/she is required to be carried in or on **Your Vehicle** by reason of or in pursuance of his/her contract of employment with **You** and/or **Your** authorised driver and/or his/her employer).
- (d) damage to property belonging to or in the custody of or control of or held in trust by **You** and/or **Your** authorised driver and/or any member of **Your** and/or **Your** authorised driver's household.
- (e) damage to any bridge, weigh bridge or viaduct or to any road or anything beneath by vibration or by the weight of **Your Vehicle** or of the load carried by **Your Vehicle**.
- (f) damage to property caused by arising out of the explosion of a boiler forming part of attached to or on **Your Vehicle**.
- (g) death or bodily injury caused by or arising out of the explosion of boiler forming part of attached to or on **Your Vehicle** except so far as is necessary to meet the requirements of the legislation.
- (h) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (i) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

NO-CLAIM-DISCOUNT

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

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

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

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

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

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

GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY

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

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

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

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

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

CONDITIONS - THESE APPLY TO THE WHOLE POLICY

1. DUTY OF DISCLOSURE

Non-Consumer Insurance Contracts

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

3. ACCIDENTS AND CLAIMS PROCEDURES

- (a) **We** must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-
 - i. within seven (7) days if you are not physically disabled or hospitalised following the event.
 - ii. within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
 - iii. other than (i) and (ii), a longer notification period may be allowed subject to specific proof by you.

- (b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if We decide that You are not at fault. Such determination of fault shall be at Our entire discretion.
- (c) All accidents must be reported to the Police as required by Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy. You must without undue delay make a report to the Police and co-operate with Us in securing the convictions of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In the event Your Vehicle is involved in an accident and gives rise to a claim, Your Vehicle must be removed to a PIAM Approved Repairer for repairs. Failure to remove Your Vehicle to a PIAM Approved Repairer would be a breach of this condition and We shall have the right to decline liability under Section A of the Policy.
- (i) In the event your motor vehicle was stolen and subsequently recovered before your claim is settled, please contact us immediately. Our appointed Loss Adjuster shall inspect your motor vehicle at the police station, before it is removed to our Company Appointed Theft Recovered Panel Workshop selected by you from our list. Failure to act/comply on the above, would be a breach of this condition and We shall have the right to decline liability under Section A of this policy. (For the list of workshop, please refer to our Motor Claims Department or click on mpigenerali.com /procedure/Theft Recovered Panel Workshop for an updated Appointed Theft Recovered Panel Workshops list)
- (j) In any event giving rise to a claim or series of claims under Section B1(b) of this Policy, We may pay to You the full amount of Our liability under Section B1(b) and relinquish the conduct of any defence, settlement or proceeding and We shall no 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.

4. CANCELLATION

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last Known address.
- (c) You shall within seven days from the date of cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or not received by You as follows:-

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

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

4. OTHER INSURANCE

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

5. SUBROGATION

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

6. ARBITRATION CLAUSE

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

7. OTHER MATTERS

This Policy will only be operative if:-

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

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

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

Authorised Driver: As stated in the Certificate of Insurance. **Limitations as to Use:** As stated in the Certificate of Insurance.

ENDORSEMENTS - applicable only if the Endorsement number is printed in the Schedule

3B. REPLACEMENT PARTS

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if We exercise Our option to pay in cash for the loss or damage, then Our liability for such spare parts accessories shall be (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacture's work plus reasonable cost of transport (except air freight) and (b) reasonable cost of fitting such spare parts/accessories.

Subject otherwise to the terms and Conditions of this Policy.

5B. EXCESS ALL CLAIMS

You are responsible for the first amount stated in the Schedule in respect of each and every claim payable (including costs and expenses and expenditure incurred by Us in the conduct, defence and settlement of any claim) under Section A 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.

N.B. The amount of Excess mentioned herein shall be held to apply in addition to any other Excess that may be applicable to this Policy.

6B. HIRE PURCHASE

We have noted and agreed that the Hire Purchase Company named 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 of 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 right, 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.

7B. THIRD PARTY ONLY

The cover provided for in this policy is limited to Third Party only i.e. Section B (LIABILITY TO THIRD PARTIES). Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled.

Subject otherwise to the Terms and Conditions of this Policy.

2. EXCESS DAMAGE CLAIM

You are responsible for the first amount stated in the schedule in respect of each and every claim payable under Section A of this Policy in addition to any other excess that may be applicable.

This excess is not application to loss or damage caused by fire, explosion, lightning, burglary, house breaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

N.B. The amount of Excess mentioned herein shall be held to apply in addition to any other Excess that may be applicable to 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 the 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(a). EMPLOYER'S LOAN

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

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

Subject otherwise to the Terms and conditions of the policy.

19. PASSENGER RISK (Not application for “Act” policy)

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

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

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

Subject otherwise to the Terms and conditions of this Policy.

25. STRIKE, RIOT AND CIVIL COMMOTION

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

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- (2) 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.

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

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

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

Subject otherwise to the Terms and Conditions of the Policy.

38. MOBILE CRANE

We agree that in respect of the Motor Vehicle Insured, we shall not be liable:-

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

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

38A. INCLUSION OF ACCIDENTAL DAMAGE TO THE BOOM

In consideration of the payment of additional premium by You to Us, the following is deemed to be covered under Section A of this Policy:-

“Accidental and Unforeseen Damage to the Boom of the Crane while in use as a tool of trade.

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

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

Subject otherwise to the Terms and Conditions of this Policy.

39. EXCLUSIVE 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 arising out of the operation as a tool of such Motor Vehicle or of any plant forming part of such Motor Vehicle or attached thereto.

41. MOBILE PLANT - INCLUSION OF THIRD PARTY WORKING RISKS WHERE TOOL OF TRADE IS USED ONLY FOR WORK PERFORMED IN OR UPON THE MOTOR VEHICLE OR TRAILER

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

- (a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle
- (b) the operation other than in or on the Motor Vehicle of a plant of or attached to such Motor Vehicle.

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

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

Provided that:

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

95. LEASING ENDORSEMENT

We have noted and agreed that:-

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

Subject otherwise to the Terms and Conditions of this Policy.

WARRANTIES

Warranty No.1 - Warranty On Overloading of Vehicle (Applicable to all commercial vehicles including private buses and vans)

Warranted that We shall not be liable under Section A of this Policy in the event that at the time of accident giving rise to a claim under this Policy Your Vehicle carries a load in excess of the permitted weight and/or number of passengers as specified in the registration book of Your Vehicle. Provided always that this warranty shall not apply unless overloading exceeds by 10% of the permitted weight (for goods carrying vehicles).

Subject otherwise to the Terms and Conditions of this Policy.

Notes: For the purpose of calculating the number of persons where children are carried, such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

If there is conflict or inconsistency between any of the contents of the document and the contents of a version of this same document issued or printed in any other language, the contents of this document issued and printed in English prevail.

PRIVACY NOTICE

Dear customers,

This privacy notice for personal data ("**Privacy Notice**") is issued to all customers of MPI Generali Insurans Berhad (which includes all its related and/or associated companies) ("**Company**", "**we**", "**us**" or "**our**"), pursuant to the statutory requirements of the Personal Data Protection Act 2010 ("**PDPA**").

During your course of dealings with us, we will collect and process your personal data for purposes, including, to communicate with you, provide products and/or services to you, administer and give effect to your commercial transactions with us, respond to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by us and selected third parties, identify you (including publishing your name and photograph) when you become a winner in a contest or competition and/or participate in any events/activities organized by us and other purposes required to operate and maintain our business as set out in our Privacy Policy (collectively referred to as "**Purposes**").

We will not disclose any of your personal data to any third party without your consent except to the Company's group of companies (including the Company's related and/or associated companies), our professional advisers, vendors, suppliers, agents, contractors, service providers, business partners, insurance companies, banks and/or financial institutions, within or outside Malaysia, where necessary, for the Purposes mentioned above, to any party who undertakes to keep your personal data confidential, to any person as set out in our Privacy Policy, or to whom we are compelled or required under the law to disclose to. A copy of our Privacy Policy is available on our website at <http://www.mpigenerali.com>

It is necessary for us to collect and process your personal data. If you do not provide us with your personal data, or do not consent to this Privacy Notice, we will not be able to effectively provide products and/or services to you or process your personal data for any of the Purposes, if at all.

We are committed to ensuring that your personal data is stored securely. You have the right to request for access to, request for a copy of and request to update or correct, your personal data held by us. You also have the right at any time to request us to limit the processing and use of your personal data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes), subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.

Your written requests or queries should be addressed to:

Manager, Customer Service Department

Address: **MPI Generali Insurans Berhad**
8th Floor, Menara Multi-Purpose, Capital Square
8 Jalan Munshi Abdullah, 50100 Kuala Lumpur

Contact No.: +603 2034 9888

Email Address: generalenquiries@mpigenerali.com

By providing your personal data to us, you consent to us processing your personal data in accordance with this Privacy Notice, and you confirm that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data.

To the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents (if you are an individual), directors, shareholders, employees, representatives, agents (if you are a corporate entity/an organization) and/or other individuals, you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

In respect of minors (i.e. individuals under 18 years of age) or individuals not legally competent to give consent, you confirm that you are the parent or guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

We reserve the right to update and amend this Privacy Notice or our Privacy Policy from time to time. We will notify you of any amendments to this Privacy Notice or our Privacy Policy via announcements on our website or other appropriate means. If we amend this Privacy Notice or our Privacy Policy, the amendment will only apply to personal data collected after we have posted the revised Privacy Notice or Privacy Policy.

In accordance with Section 7(3) of the PDPA, this Privacy Notice is issued in both English and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and the Bahasa Malaysia version, the English version shall prevail.