

# COMMERCIAL VEHICLE 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,
- (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

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.

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, metal fatigue, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreens, 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 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 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 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. **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.

## 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 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 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 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 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 (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 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 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 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 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 not 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 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.

#### 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:-

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

## DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

- We/Us/Our refer to the Insurance Company.
- You/Your/Yourself refer to the Policyholder and/or Insured.
- Your Vehicle refers to the Vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Policy Schedule.
- 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.
- Repairer refers to a motor repair workshop under PIAM Approved Repairers Scheme.
- Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
- 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:-
  - 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
  - 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".
- 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".
- 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 1 - EXCESS ALL CLAIMS

You are responsible for the first amount as stated in the Schedule 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 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.

### 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 19 - PASSENGER RISK

(Not applicable to "Act" Policies)

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

\*Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons as permitted under any legislation (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.

### ENDORSEMENT 25 - STRIKE, RIOT AND CIVIL COMMOTION

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

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

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

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

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

Subject otherwise to the Terms and Conditions of this Policy.

### ENDORSEMENT 38 - MOBILE CRANES

We agree that in respect of the Motor Vehicle with Vehicle Registration Number as stated in the schedule, 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 plan 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:

N.B. 1 : Item (a) is not applicable for Third Party Policies and Comprehensive Policies where an additional premium has been paid for inclusion of damage by overturning.

N.B. 2 : "resulting from overturning" and "except for loss or theft" of item (a) are to be omitted where a premium reduction is allowed for exclusion of damage when in use as a tool of trade.

N.B. 3 : Item (b) is not applicable for Comprehensive Policies where additional premium has been paid for the inclusion of Third Party risks while in use as a tool of trade and Third Party Policies.

### ENDORSEMENT 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.

### ENDORSEMENT 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 operation 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.

### ENDORSEMENT 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.

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

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

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

#### ENDORSEMENT 42 - MOBILE PLANT - INCLUSION OF THIRD PARTY WORKING RISKS - ALL OTHER CASES

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

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

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

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

#### ENDORSEMENT 57 - INCLUSION OF SPECIAL PERILS

In consideration of the payment of additional premium by You to Us the following peril(s) is/are deemed to be covered under Section A of this Policy:-  
Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved. Subject otherwise to the Terms and Conditions of this Policy.

#### ENDORSEMENT 89 - BREAKAGE OF GLASS IN WINDSCREEN, WINDOW OR SUNROOF

In consideration of the payment of additional premium by You to Us, We will pay the cost of replacing or repairing any glass in the windscreen, window or sunroof including lamination/tinting film, if any, of Your Vehicle following breakage of such glass up to an amount not exceeding the amount as stated in the schedule.

Provided no claim is made for any further damage to Your Vehicle, any claim under this endorsement shall not affect Your No Claim Discount and You shall not be liable for any excess as stated in the policy.

This benefit shall automatically be terminated upon replacement of any glass in the windscreen, window or sunroof unless the cover is reinstated by payment of a further additional premium.

You may however, subject always to our agreement whether obtained before or after repair, exercise an option to repair the damaged windscreen, window or sunroof of Your Vehicle. In the event You opt to repair, We will continue to provide this benefit to You during the currency of this period for the amount as stated above:-

- (a) Less any claim paid by Us for the repair; or
- (b) For the reinstated original amount provided You have paid to Us a further additional premium for reinstatement

However, in the event of a dispute on the option to repair or replace, Our decision shall be final.

Subject otherwise to the Terms and Conditions of this Policy.

#### ENDORSEMENT 95 - LEASING

We have noted and agreed that:-

- 1) the leasing company as stated 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 of 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.

#### 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.

#### ENDORSEMENT 97 - VEHICLE ACCESSORIES ENDORSEMENT

In consideration of the payment of additional premium by You to Us, the accessories stated and described in the schedule is separately insured under Section A. Any claim made under this endorsement shall not affect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy. Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium. Subject otherwise to the Terms and Conditions of this Policy.

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

#### ENDORSEMENT 97A - GAS CONVERSION KIT AND TANK

In consideration of the payment of additional premium by You to Us, the Gas Conversion Kit and Tank stated and described in the schedule are separately insured under Section A. Any claim made under this endorsement shall not effect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy. Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium. Subject otherwise to the Terms and Conditions of this Policy.

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

#### ENDORSEMENT 112 - COMPENSATION FOR ASSESSED REPAIR TIME (CART)

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

Provided that:-

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

You can make more than one claim under this Policy endorsement provided the total number of days in accumulation that You can claim does not exceed the cover purchased. Any claim under this endorsement shall not affect the No-Claim-Discount.

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

Subject otherwise to the Terms and Conditions of this Policy.

Note:

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