

## **EXPLANATORY NOTES**

### **How to read this document**

Please note that your Motorcycle Policy only starts from Page 5 onwards. To help you read and understand your policy better we provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.

### **Words in bold**

You will notice that some words in the policy are printed in bold letters. This is because they have been given specific meaning in your Motorcycle Policy. Please refer to Section F for the meaning of these words.

### **What makes up your insurance contract?**

Your insurance contract with us is made up of the following:

- *insurance policy (excluding the italic texts);*
- *the information you provided us when you applied for this insurance;*
- *the Schedule;*
- *the Endorsements attached to the policy; and*
- *the Certificate of Insurance (CI).*

All these must be read together as they form your insurance contract.

### **Duty of Disclosure**

#### **A. Consumer Insurance Contract**

Where you have applied for this insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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 in accordance with Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

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.

#### **B. Non-Consumer Insurance Contract**

Where you have applied for this insurance 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 term(s) 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.

*If you misrepresented any facts to us before the policy is entered into, examples of the actions that may be taken by us against you include the following:*

- *declare your policy void from inception (which means treating it as invalid), and we may not return any premium;*
- *cancel this policy and return any premium less our cancellation charge or recover any unpaid premium;*
- *recover any shortfall in premium;*
- *not pay any claim that has been or will be made under the policy; or*
- *be entitled to recover from you the total amount of any claim already paid under the policy or any claim we have to pay because of any relevant road traffic legislation, plus any recovery cost.*

## What is covered?

Your insurance does not cover you against everything that can happen to your motorcycle. Check out the Schedule that we issued to you to know the type of cover you bought. The main types of cover are:

<b>Basic Cover:</b>	<b>Comprehensive</b>	<b>Third Party, Fire and Theft</b>	<b>ThirdParty Only</b>
<b>Section A: Loss or Damage to Your Own Motorcycle</b>			
<b>1. a. Events We Cover</b>			
(i) <i>accidental collision or overturning</i>	✓	X	X
(ii) <i>collision or overturning caused by mechanical breakdown</i>	✓	X	X
(iii) <i>collision or overturning caused by wear and tear</i>	✓	X	X
(iv) <i>impact damage caused by falling objects subject to certain exclusions</i>	✓	X	X
(v) <i>fire, explosion or lightning</i>	✓	✓	X
(vi) <i>burglary, housebreaking or theft</i>	✓	✓	X
(vii) <i>malicious act</i>	✓	X	X
(viii) <i>while in transit (limited cover)</i>	✓	X	X
<b>1. b. Events We Do Not Cover</b>	✓	✓	X
<b>2. Basis of Settlement (how we will settle your claim)</b>	✓	✓	X
<b>3. Towing Costs (to a repairer or safe place)</b>	✓	✓	X
<b>Section B: Liability to Third Parties</b>			
<b>1. a. What is Covered (by this section)</b>	✓	✓	✓
<b>1. b. What is Not Covered (by this section)</b>	✓	✓	✓
<b>2. Limits of Our Liability (the maximum that we pay)</b>	✓	✓	✓
<b>3. Cover for Legal Personal Representatives (if you are dead)</b>	✓	✓	✓
<b>4. Maximum Legal Costs (if approved)</b>	✓	✓	✓
<b>5. Rights of Recovery</b>	✓	✓	✓
<b>Section C: No Claim Discount</b>	✓	✓	✓
<b>Section D: General Exceptions (what is not covered by the policy)</b>	✓	✓	✓
<b>Section E: Conditions (terms that you must comply with)</b>	✓	✓	✓
<b>Section F: Definitions (explains the words in bold)</b>	✓	✓	✓
<b>Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)</b>	Optional	Optional	Optional

Key:

✓ = applicable

X = not applicable

## What this policy does not cover?

These are referred to as 'Exceptions' in your policy and there are three sections where you can find them:

- Section A1b - see 'Events We Do Not Cover': applicable to Comprehensive policy only.
- Section B1b - see 'What is Not Covered': applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.
- Section D - see 'General Exceptions': applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.

There are generally three reasons why we put these exceptions in your basic Motorcycle Policy:

1. Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Motorcycle Policy but which can be covered if you pay additional premium are:
  - flood, storm {see Section A1b - 'Events We Do Not Cover'};
  - strike, riot, civil commotion {see Section D - 'General Exception 8b'}; and
  - use outside Malaysia, Singapore or Brunei {see Section D - 'General Exception 6'}.
2. There are other risks which are not covered by the basic Motorcycle Policy or by any of its extensions. We would have to issue a different policy if you want these types of cover. For example, carriage of goods are not covered by your Private Motorcycle Policy but can be covered under a Commercial Motorcycle Policy.
3. We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D - 'General Exceptions' such as:
  - war, nuclear fission or fusion;
  - risks that are against public policy or against the law; and
  - drunk riding.

## **Your Motorcycle Policy type is categorised by its permitted use - Make sure that you have bought the correct policy type for your motorcycle or you may have no cover.**

Each type of Motorcycle Policy covers a specific usage of the vehicle. If you have bought the wrong Motorcycle Policy type, you may find that you actually have no insurance cover at all. The type of Motorcycle Policy is stated in the Certificate of Insurance under the heading 'Limitations as to Use'. Users for whom you have bought cover are named under the heading 'Persons or Classes of Persons Entitled to Drive'.

The following are standard types of Motorcycle Policies:

- i. Private Use
- ii. Commercial Use
- iii. Motorcycle Trade
- iv. Motorcycle Used for Hire

A Motorcycle Policy for Private Use covers you if your motorcycle is used for "social, domestic and pleasure purposes and for the policyholder's business". The following are some examples of these personal situations for which your insurance policy will provide you cover:

- to visit relatives and friends, go shopping etc.;
- giving lifts where no fee will be charged or paid; and
- limited work or business related transport such as getting to and from work and for attending business meetings.

A Motorcycle Policy for Commercial Use must be bought if the motorcycle is meant or intended to ferry any goods in connection with any trade or business.

A Motorcycle Policy for Trade Plate Use is intended for:

- motorcycle retail trade (showroom display and / or for test-ride, etc.); and
- repair trade (towing / repair / test-ride, etc.).

A Motorcycle Used for Hire is intended for motorcycles which are in the business of being rented or hired out for use (see Very Important Note below).

**VERY IMPORTANT NOTE:** Unless your Policy is specifically extended for this purpose, you will have no insurance cover if you use your motorcycle in the following manner:

- to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test;
- use on any racetrack; and
- for rental, hire and reward.

## **Who can ride your motorcycle?**

- This depends on whether you have purchased the 'Single Rider' or the 'All-Riders' cover. The 'Single Rider' only covers one rider who is named in the policy. The person named is usually the owner of the motorcycle. The problem with the 'Single Rider' cover is that the policy will not cover if an accident happens while the motorcycle is being used by someone other than the insured named rider. As such, most customers prefer the 'All-Riders' cover as lending motorcycles to friends and relatives is quite commonly practised in Malaysia.
- With the 'All-Riders' cover practically anyone can ride your motorcycle as long as the rider:
  - has a valid licence of the relevant class to ride and is not disqualified to ride by law or for some other reason {(see exclusion on Unlicensed Riders in Section D - 'General Exception 1'});
  - has your permission to ride (see definition of Authorised Rider in Section F); and
  - complies with all the terms and conditions of this policy.
- Note that for either cover, if you or your authorised rider is not qualified to ride or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised rider.

## In which territory is your motorcycle covered?

This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to ride your motorcycle into Singapore, you are required by Singapore's law to have cover against Legal Liability to Pillion (LLP). Since LLP is not covered by the basic Motorcycle Policy, you will need to purchase Endorsement 108, which provides a limited cover for your liability for death or bodily injury of pillion.

## When is your cover effective?

This insurance is effective from the time of purchase of cover or at the agreed time of commencement, until the expiry date. The period of insurance will be printed in the Policy Schedule and related documents. If there is any change to these dates, it will be officially shown in an Endorsement issued by us.

## How much should you insure your motorcycle for under a Comprehensive or Third Party, Fire and Theft Policy?

To be safe, you should insure your motorcycle at its current market value (see definition of 'Market Value' in Section F). In simple terms, this is the current cost to replace your motorcycle with another motorcycle of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your motorcycle is under-insured (see Section A2e 'Under-Insurance').

For example, if the market value of your motorcycle is RM10,000 but you only insured it for RM8,000 then you could be penalised for under-insurance. Assuming the loss is assessed at RM3,000, instead of we paying the full amount, you could be made to bear a portion of the loss in proportion to the under-insurance as follows:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Loss} = \frac{\text{RM8,000}}{\text{RM10,000}} \times \text{RM3,000} = \text{RM2,400}$$

Therefore we will pay RM2,400 while the balance of RM600 will be borne by you.

You would be penalised as shown above if the market value of your motorcycle exceeds the sum insured by 10%. On the other hand, it would be a waste of money to over-insure as your insurer would not pay more than the market value. One way to protect yourself from being under-insured or over-insured is to opt for the sum insured determined by a market valuation system approved by Persatuan Insurans Am Malaysia (PIAM).

## What is No Claim Discount ("NCD")?

This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.

The applicable NCD can be checked with us or the Central NCD Database ("CND") at <https://www.mycarinfo.com.my/ncdcheck/online> before the purchase of your Motorcycle Policy.

## What is an Excess?

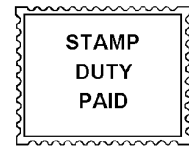
This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Compulsory Excess (see Section A2g) in your policy.

As an example, if we assess the claim payable to be RM3,000 but your policy carries an excess of RM200, you will have to bear the first RM200 yourself and we will pay the balance of RM2,800.

## Do's and Don'ts - after you have had an accident or theft

- **Do:**
  - Call Accident Assist Call Centre (AACC) 24 hours nationwide Insurance road accident Helpline number 1-300-22-1188 or 15-500 for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;
  - inform us as soon as possible about any incident which may give rise to a claim;
  - report all accidents to the police within 24 hours as required by law;
  - submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;
  - remove your motorcycle to your insurer's approved panel repairer for repairs; and
  - fully fill up the relevant sections of your claim form - do not put "refer to police report".
- **Don't:**
  - negotiate, admit or repudiate any claim without our consent (see Condition 2 in Section E); and
  - authorise repair without our consent (see Condition 2f in Section E).

Condition 2 of your policy (see Section E) spells out the do's and the don'ts after an accident or theft in more detail.



## MOTORCYCLE POLICY

### WARNING NOTICE

All accidents must be reported to the police within 24 hours.

### Our agreement with You

- A. Where Your Motorcycle is used for any purpose that is not related to Your trade, business or profession, the following applies:

#### Consumer Insurance Contract

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. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

- B. Where Your Motorcycle is used for purposes related to Your trade, business or profession, the following applies:

#### Non-Consumer Insurance Contract

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 Own Motorcycle

This section spells out what We cover under Section A and is only applicable if You have Comprehensive cover.

#### 1a: Events We Cover

We will indemnify You if Your Motorcycle is lost or damaged during the Period of Insurance arising from the following Incidents:

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown;
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) fire, explosion or lightning;
- (vi) burglary, housebreaking or theft;
- (vii) malicious act; or
- (viii) while in transit i.e. being carried from one place to another (including during loading and unloading) of Your Motorcycle by:
  - a. Road;
  - b. rail;
  - c. inland waterway i.e. across a river or canal etc.; or
  - d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

For an additional premium, Your Policy can be extended to cover for ferry transit between Sabah and Labuan (Endorsement 109).

## 1b: Events We Do Not Cover

The events We do not cover are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.

We will not pay for the following losses:

- (i) **Consequential Losses**  
Any direct or indirect losses of any kind that may arise as a consequence of any Incident other than that provided for in Section A2.
- (ii) **Loss of Use**  
Any expense or financial loss that You may incur because You cannot use Your Motorcycle e.g. cost of hiring replacement motorcycle, travelling expenses etc.
- (iii) **Depreciation**  
The loss of value of Your Motorcycle due to the damage sustained or the time taken to repair the Motorcycle, and / or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.
- (iv) **Theft of Accessories and Parts**  
Loss or damage to accessories (or any part thereof) and/or loss of or damage to any part(s) of Your Motorcycle caused by theft unless Your Motorcycle is stolen at the same time.
- (v) **Breakdown or Malfunction of Parts**  
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to Your Motorcycle.
- (vi) **Damage to Tyre(s)**  
Any damage to the tyre(s) of Your Motorcycle unless other parts of Your Motorcycle are also damaged at the same time.
- (vii) **Convulsions of Nature**  
Any loss or damage to Your Motorcycle caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.
- (viii) **Excess**  
The amount of Excess stated in the Schedule. This is the first amount that You have to bear in respect of each and every claim under the Policy.
- (ix) **Loss of Electronic Data**  
Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.
- (x) **Cheating or Criminal Breach of Trust**  
Any loss or damage, including theft, caused by or attributed to the act of Cheating or Criminal Breach of Trust by any person.

## 2: Basis of Settlement

This section explains how We will settle Your claim once We accept that it is payable under Section A. If Your Motorcycle is damaged as a result of any Incident, We have the option of doing the following:

- a. **If Your Motorcycle is Repairable**  
If in Our opinion Your Motorcycle is economical to repair, We have the option to:
  - arrange for Your Motorcycle to be repaired at Our approved Repairer and pay the cost of repairing Your Motorcycle to the condition which is as near as possible to the condition that it was in before the loss happened;
  - pay You in cash the amount We estimate it would cost to repair Your Motorcycle; or
  - reinstate or replace Your Motorcycle with one of the same make, model, age and general condition.
- b. **If Your Motorcycle is not Repairable**  
If in Our opinion, the damage to Your Motorcycle is so great that it would not be safe or economical to repair, We will declare Your Motorcycle "Beyond Economic Repair" ("BER") and We will pay You up to the maximum amount as stated in (d) below or offer You a settlement sum equivalent to the Market Value. We may also opt to replace Your Motorcycle with one of the same make, model, age and general condition. If We take any of these actions, this Policy shall be automatically terminated once We make payment.

In cases where the valuation of the franchise-holder vary from **Market Value** by more than 10%, **We** would also have the option to offer a settlement value which is equal to the cost of purchasing a replacement motorcycle of the same make, model and age of the **Motorcycle** at the time of loss. It is **Our** option to offer **You** a replacement of the **Motorcycle**, should **You** not agree with the offer.

**c. Replacement Parts**

If the spare parts or **Accessories** required to repair **Your Motorcycle** are not available in Malaysia, or if **We** choose to pay for the loss or damage in cash, **We** will settle **Your** claim on the following basis:

- the last known parts price list issued in Malaysia by the manufacturer or their agent. If the price list in Malaysia does not exist, **We** will use the price at the manufacturer's production plant and include reasonable cost of transportation to Malaysia (but not cost of air freight); and
- the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

**d. The Maximum Amount We will Pay You**

If **Your Motorcycle** is BER or stolen and not recovered, the amount payable under the **Policy** will be the **Market Value** at the time of the loss or the **Sum Insured** as shown in the **Schedule**, whichever sum is the lesser. Upon our payment of the said amount, this **Policy** shall be automatically terminated. The **Market Value** is to be determined according to clauses 13 and 14 of Section F.

**e. Under-Insurance**

If the **Sum Insured** of **Your Motorcycle** is less than the **Market Value** at the time of the loss, **We** will only bear part of the loss in proportion to the difference between the **Market Value** and the **Sum Insured** as shown in the formula below:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Assessed Loss}$$

The balance has to be borne by **You**. However, this will only apply if the under-insured amount is more than 10% of the **Market Value**.

**f. Betterment**

If new original parts are used to repair **Your Motorcycle** and as a result of which **Your Motorcycle** is in a better condition than it was before the damage, **You** would be required to contribute to its betterment, a proportion of the costs of such new original parts. **Your** contribution would be according to the following scale:

Age of Your Motorcycle (Years)	Rate of Betterment
less than 5	0
5	15%
6	20%
7	25%
8	30%
9	35%
10 and above	40%

To determine the rate of betterment to be applied, the age of **Your Motorcycle** will be calculated based on when it was originally registered in Malaysia:

a.	as a locally assembled motorcycle	Date of Original Registration
b.	as a new imported Completely Built Unit (CBU) motorcycle	Year of Manufacture
c.	as an imported second-hand / used / reconditioned motorcycle	Year of Manufacture

**g. Compulsory Excess (see explanation on excess under Section 'What is an Excess?')**

**We** have the right to deduct the **Excess** from the amount that **We** would have to pay for each and every claim under Section A arising out of one **Incident**.

This **Excess** does not apply if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

**3: Towing Costs**

If **Your Motorcycle** cannot be ridden as a result of any damage to it that is covered by this **Policy**, **We** will pay up to a maximum of RM50 for the necessary and reasonable costs to remove **Your Motorcycle** to the nearest approved **Repairer** or to a safe place of storage while awaiting repair or disposal.

## Section B: Liability to Third Parties

This section explains what is covered and not covered under Section B.

### 1a: What is Covered?

We will indemnify You and / or Your Authorised Rider for the amount which You and / or Your Authorised Rider are legally liable to pay any third party (including third party's costs and expenses) for:

- (i) death or bodily injury to any person except those specifically excluded under this Policy; and / or
- (ii) damage to property except those specifically excluded under this Policy

as a result of an Incident arising out of the use of Your Motorcycle on a Road. This cover is extended to Your Authorised Rider provided Your Authorised Rider also complies with all the terms and conditions of this Policy.

### 1b: What is Not Covered?

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this Policy and any other applicable endorsements.

We will not pay for:

- (i) death or bodily injury to any Pillion being carried for hire or reward;
- (ii) 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 Authorised Rider;

*Under the Road Transport Act 1987, this Policy shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a contract of employment, liability in respect of death of or bodily injury to persons being carried in or upon or entering or getting onto or alighting from the motor vehicle at the time of the occurrence of the event out of which the claims arise.*

*In the course of employment - Any person who is injured / dies (whether as Pillion or otherwise) while on the job and is on the said Motorcycle as part of his / her employment e.g. mechanic.*

- (iii) damage to property belonging to or in the custody of or control of or held in trust by You or Your Authorised Rider and / or any member of Your or Your Authorised Rider's Household;
- (iv) liability to any person being carried upon or getting onto or alighting from Your Motorcycle unless he / she is required to be carried on Your Motorcycle by reason of or in pursuance of his / her contract of employment with You or Your Authorised Rider and / or his / her employer;

*In pursuance of the contract of employment -The Pillion is required to be carried to a destination in order to carry out the job as spelt out in his / her contract of employment.*

*Liability to Pillion other than:*

- a. Pillion carried for hire or reward;
  - b. employees in the course of employment; or
  - c. Your or Your Authorised Rider's Household member unless he / she is required to be carried on Your Motorcycle by reason of or in pursuance to a contract of employment;
- may be insured separately for additional premium under Endorsement 108. If You have insured such liability, You will need to refer to the full text of Endorsement 108: Legal Liability to Pillion as to what this Endorsement covers or excludes and the applicable conditions.*

- (v) liability caused by a Pillion travelling on or alighting from Your Motorcycle;
- (vi) any claims brought against You by any rider of Your Motorcycle, whether authorised or not;
- (vii) 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 Motorcycle;

- (viii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- (ix) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

## 2: Limits of Our Liability

We will pay the following for any one claim, or series of claims arising from one Incident, in any one Period of Insurance:

- (i) unlimited amount for death or bodily injury to third party; and / or
- (ii) up to a maximum of RM3 million for third party property damage.

## 3: Cover for Legal Personal 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

If You or Your Authorised Rider is charged for reckless and dangerous riding or careless or inconsiderate riding under the Road Transport Act 1987 or any other offence related to the said Incident, We will pay legal costs incurred up to a maximum of RM2,000 to defend You or Your Authorised Rider provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and that cost has been incurred with Our prior agreement in writing.

We will only pay for legal cost and We will not pay for any penalty imposed on You or Your Authorised Rider.

## 5: Rights of Recovery

We have a right to refuse to indemnify You or Your Authorised Rider if either of You commit a breach of any Policy conditions or where the claim falls outside the scope of cover provided by Us under this Policy. However, if We are legally required to pay any judgment sum in respect of a claim under Section B of this Policy because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which We would otherwise not have to pay, We have the right to ask You or Your Authorised Rider to repay to Us the amount of that payment and any costs We have incurred in connection with the claim.

## Section C: No Claim Discount

This section spells out the reward system known as the "No Claim Discount".

### 1. No Claim Discount (NCD)

If You have insured Your Motorcycle for a continuous period of 12 months and You or anyone else did not make any claim under this Policy during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if You continue to have claim free years as follows:

Claim Free Year of Insurance	NCD Entitlement
After 1 continuous claim free year	15%
After 2 continuous claim free years	20%
After 3 continuous claim free years and beyond	25%

### 2. One Claim and Your NCD is Down to Zero

If You or anybody else meet with an incident which will give rise to a claim on this Policy, the NCD entitlement that You have accumulated would drop to zero at the next renewal and Your NCD will start all over again. If a claim is received after the NCD has been applied, We shall be entitled to recover the NCD given from You.

### 3. **Exception to this Rule**

Your NCD will not be affected even if a claim is made if:

- We are of the opinion that You are not at fault for causing the loss;
- the offending vehicle is identifiable and is 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);
- the offending vehicle is insured by a Malaysian licensed insurer; and
- there is no death or personal injury claim involved.

### 4. **Your NCD is not Transferable**

The NCD is personal to You which means that if You were to sell Your Motorcycle and We agree to transfer this Policy to the new owner, Your NCD cannot be transferred for the benefit of the new owner.

### 5. **Non-utilisation of NCD**

For every year that the NCD is not utilised by You, the NCD accumulated and applicable for this Policy will be reversed in accordance with the scale set out in the table in clause C1 above.

## **Section D: General Exceptions - these apply to the whole Policy**

This section lists down circumstances under which this Policy does not provide cover at the time of happening of the Incident. This is in addition to those already listed in Sections A1b and B1b.

### 1. **Unlicensed Riders**

There is no cover under this Policy if You or Your Authorised Rider do not have a valid licence to ride Your Motorcycle. This will not apply if You or Your Authorised Rider have an expired licence but are not disqualified from holding or obtaining such licence under any existing laws, by-laws and regulations.

### 2. **Alcohol, Drugs and Other Intoxicating Substances**

There is no cover under this Policy if You or Your Authorised Rider is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that You or Your Authorised Rider are incapable of having proper control of Your Motorcycle.

*You or Your Authorised Rider shall be deemed as incapable of having proper control of Your Motorcycle if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of You or Your Authorised Rider is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.*

### 3. **Fraud and Exaggerated Claims**

If any claim is in any part fraudulent or exaggerated, or if You or anyone acting on Your behalf, uses fraudulent means to get any benefit under this Policy, the entire claim will not be paid or payable. If We are required to make payment of any such claim to a third party, We shall be entitled to recover the sum paid and any costs incurred from You.

### 4. **Unlawful Purpose**

There is no cover under this Policy if You or Your Authorised Rider use Your Motorcycle for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where Your Motorcycle was being used.

### 5. **Use for Racing etc.**

There is no cover under this Policy if You use or You allow Your Authorised Rider to use Your Motorcycle:

- a. to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
- b. on any racetrack.

*For an additional premium, Your Policy can be extended to cover the use of Your Motorcycle for reliability trial or competition if You purchase the prescribed extension cover {Endorsement 24(c) or 24(d)}.*

### 6. **Use Outside Malaysia**

Unless We provide otherwise, this insurance does not cover You in respect of claims arising whilst Your Motorcycle was being used or ridden outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, Our liability under this Policy is governed by the Road Transport Act 1987 and the terms and conditions of this Policy, and Our liability outside Malaysia is governed by the terms and conditions of this Policy only.

*For an additional premium, Your Policy can be extended to cover the use of Your Motorcycle in Thailand or Kalimantan only if You purchase the prescribed extension cover (Endorsements 101 and 102).*

#### 7. **Failure to take Precaution**

We will not pay for any additional damages if after an **Incident** or breakdown **You**:

- a. left **Your Motorcycle** unattended or failed to take proper precaution to prevent further loss or damage; or
- b. continue to ride **Your Motorcycle** in an unroadworthy condition before any repair is done.

We will also not pay for claims that arise if, when using **Your Motorcycle**, **You** do not take reasonable precaution to keep **Your Motorcycle** secured. This includes but is not limited to leaving **Your Motorcycle** unattended with ignition key left in or on **Your Motorcycle**.

#### 8. **War Risk**

There is no cover under this **Policy** for any loss or liability (including any costs of defending any action) connected in any way directly or indirectly to:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
- b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

*For an additional premium, **Your Policy** can be extended to cover strikes, riots and civil commotion (**Endorsement 25**).*

#### 9. **Nuclear Risk**

There is no cover under this **Policy** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- d. the use, handling or transportation of radioactive material.

#### 10. **Convulsions of Nature**

There is no cover (unless specifically purchased) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

*For an additional premium, **Your Policy** can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (**Endorsement 57**).*

#### 11. **Contractual Liability**

We will not pay for any liability that arises by virtue of an agreement but for which **We** would not have been liable in the absence of such agreement.

#### 12. **Unauthorised Rider**

We will not pay for any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Motorcycle**, in respect of which indemnity is provided by this **Policy**, is being ridden by any person other than an **Authorised Rider** or person riding on **Your** order or with **Your** permission.

### **Section E: Conditions - These apply to the whole Policy**

*This section spells out the terms and conditions that **You** must observe to ensure this insurance remains effective. Basically these conditions are of three types:*

- *What **You** must do*
- *What **You** must not do*
- *What **We** can do*

#### **Conditions Precedent to Policy Liability**

The following conditions are conditions precedent to **Our** liability to indemnify **You** under this **Policy** and have to be observed by **You** strictly. **We** can repudiate this **Policy** and /or will not pay claims under the **Policy** if **You** breach any of the relevant conditions. These conditions also apply to **Your Authorised Rider** and any legal representative who seek indemnity under this **Policy**.

## 1. **Duty of Disclosure**

The duty of disclosure is different for a Consumer Insurance Contract and for a Non-Consumer Insurance Contract. They are separately outlined below:

### **A. Consumer Insurance Contract**

Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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 in accordance with Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

**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.

### **B. Non-Consumer Insurance Contract**

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

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

## 2. **Accidents and Claims Procedures**

If **Your Motorcycle** is involved in any **Incident** that could lead to a claim under this **Policy**, **You** must do the following:

- a. Notify **Our** claims department of the **Incident** and get a Claim Form. **You** must notify **Us** of the **Incident** as soon as possible but in any event:
  - Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**;
  - or
  - Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Incident**.**We** may allow a longer notification period if **You** can provide specific proof and justification for the delay.

- b. Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.

- c. Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.

- d. If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.
- e. Send **Your Motorcycle** to any of **Our** approved **Repairer** so that **We** can inspect **Your Motorcycle** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Motorcycle** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Policy** if **You** breach this condition.
- f. **You** must obtain **Our** consent in writing before **You** repair **Your Motorcycle** or incur any expenses in connection with a claim under this **Policy**.

**You** must not do any of the following:

- Admit any responsibility for any **Incident**; or
- Negotiate or settle any claims made against **You** by a third party, unless **We** write and inform **You** that **You** can.

**We** will decide whether to negotiate, defend or settle, in **Your** name, **Your Authorised Rider's** name and / or on **Your** behalf, any claims made against **You** or **Your Authorised Rider** by a third party. If in **Our** assessment the third party claim made against **You** or **Your Authorised Rider** for property damage will exceed the limit of liability of RM3 million, **We** will pay the full amount of **Our** liability to **You** or the third party and hand over the further conduct of any defence, settlement or proceeding to **You** completely. After doing so **We** will not be liable under this **Policy** to make any more payments to **You** or any claimant or any other person arising from the same **Incident**.

The conditions above also apply to anyone else who wishes to claim under the terms and conditions of this Policy. "Anyone else" may refer to personal representative or administrator / estate of the policyholder.

### 3. Cancellation

Either You or We may cancel this Policy at any time during the Period of Insurance.

#### a. Cancellation by You:

- You can cancel this Policy at any time by returning the Certificate of Insurance (CI) to Us or, if the CI has been lost or destroyed, You must provide Us with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the CI or SD You will be entitled to a refund of premium if no claim was incurred prior to cancellation. Your refund will be the difference between the total premium and Our customary short-period rates calculated for the time We were on risk until the date We received the CI or SD:

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

- The Policy will automatically lapse once You sell or dispose off Your Motorcycle because Your insurable interest in the Motorcycle will cease. If You want to transfer the Policy to the new buyer, You have to get Our prior consent.

#### b. Cancellation by Us:

- We may also cancel this Policy by giving You fourteen (14) days notice in writing by registered post to Your last address known to Us.
- After returning the CI or SD You will be entitled to a refund premium for the unexpired period calculated on a pro-rata basis from the date We receive the CI or SD from You to the expiry date of the Policy.

There will not be any refund of premium for any cancellation of Policy (either by You or by Us) if You have paid the Minimum Premium only or if a claim has been made on this Policy.

### 4. If there is More Than One Insurance Covering the Same Motorcycle

- You must inform Us in writing if You have taken out any other insurance in respect of Your Motorcycle during the Period of Insurance.
- If a claim arises under this Policy and such a loss is also claimable under the other insurance policy(ies) taken by You, We will only contribute Our rateable proportion of the whole loss. We will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.

### 5. Subrogation

We are entitled to take over all rights and remedies that You may have against any third party who caused the loss. We shall have the absolute discretion in the conduct of any proceedings, at Our own costs, against the third party and in the settlement of any such claim and You shall give Us such information and assistance as We may require from time to time including assigning all rights to take action in Your name. You must however give Us Your full cooperation to protect these rights and provide all assistance and take such steps as We require.

### 6. Dispute Resolution

If there are differences or disputes on any matters relating to this Policy involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by You and Us in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then You and We shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Kuala Lumpur Regional Centre for Arbitration shall appoint an Umpire.

If the disputed sum is less than RM250,000, You may refer the matter to the Ombudsman for Financial Services to resolve the dispute.

## 7. **Other Matters**

We will only be liable to indemnify You under this Policy if You:

- a. Comply with all the terms and conditions of this Policy. These conditions are also applicable to Your Authorised Rider and any legal representative who seek protection under this Policy;
- b. Maintain Your Motorcycle in a reasonably efficient and roadworthy condition. You must get Our consent if You make any modification that will enhance or in any way affect the performance of Your Motorcycle;
- c. Take reasonable care to avoid any situation that could result in a claim. This Policy will not cover You if You or Your Authorised Rider are reckless i.e. where You recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving Your Motorcycle unattended with ignition key left in or on Your Motorcycle; and
- d. Make Your Motorcycle available to Us for inspection at all reasonable times upon request.

## 8. **Prevalent Policy Wording**

For avoidance of doubt, the English version of this Policy wording will prevail over the Bahasa Malaysia version at all times.

## Section F: Definitions of words highlighted in the Policy

This section explains what We mean by the words printed in bold in this Policy.

In this Policy, Schedule and Certificate of Insurance, unless the context otherwise requires, the following words shall have the meanings as defined below.

### 1. **Accessories**

This refers to the standard factory-fitted tools of the Motorcycle including spare tyres and may include radio / cassette player / compact disc player and the like if specified in the Schedule.

### 2. **Act of Terrorism**

This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

### 3. **Adjuster**

This refers to a person or entity registered under the Financial Services Act 2013 who is appointed by Us to investigate the cause and circumstances of a loss and to determine the amount of loss.

### 4. **Authorised Rider**

This refers to any person who rides Your Motorcycle with Your consent or permission provided he or she holds a valid licence of the relevant type and is not disqualified to ride by law or for any other reason.

### 5. **Certificate of Insurance**

This certificate is a prescribed form that We are required to issue to You under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the Policy is issued.

### 6. **Cheating**

This follows the meaning as defined under Section 415 of the Penal Code which 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**

This follows the meaning as defined under Section 405 of the Penal Code which 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. **Endorsement**

This refers to the document that We issue to You to confirm any changes or extensions of the coverage to the basic Policy.

### 9. **Excess**

This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.

**10. Household**

This refers to all members of **Your** or **Your Authorised Rider's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Rider**, in the case of his immediate family.

**11. Incident**

Any event which could lead to a claim under this **Policy**.

**12. Limitations as to Use**

According to **Your Certificate of Insurance (CI)**, **Your Motorcycle** can only be used for "Social, domestic and pleasure purposes and for the policyholder's business". The **CI** also states that "The **Policy** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

**13. Market Value**

This refers to the reasonable cost to buy another **Motorcycle** of the same make, model, age and general condition similar to **Your Motorcycle** at the time of loss. The **Market Value** of **Your Motorcycle** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** purchased this **Policy**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Insured** then the **Market Value** would be based on that valuation system as described in clause 14 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Motorcycle** in the event of dispute would be determined by the Head Office of the **Motorcycle** franchise-holder and this value should be equal to the cost of purchasing a replacement motorcycle of the same make, model and age of **Your Motorcycle** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster** registered under the Financial Services Act 2013, agreed by both **You** and **Us**.

**14. Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Market Value** of **Your Motorcycle** at the time **You** purchased / renewed this **Policy** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **Sum Insured** to avoid the consequences of under-insurance as described in Section A2e. Alternatively, **You** may choose to determine the **Sum Insured Yourself** but **You** would be subject to Section A2e if **You** are under-insured.

**15. Minimum Premium**

The minimal premium described in the **Schedule**.

**16. Motorcycle**

This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and **Accessories** fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.

**17. Ombudsman for Financial Services (OFS)**

This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Policy** as an alternative to the courts.

**18. Period of Insurance**

The period shown in the **Schedule** when the cover provided by this **Policy** is operative. Cover is only valid from the actual time of purchase of the insurance **Policy** or from when **You** and **We** agree that cover should commence.

**19. Pillion**

**Pillion** means a **Pillion** rider who is a person seated in the **Pillion** seat of a **Motorcycle**.

**20. Policy**

**Policy** includes the **Schedule**, the **Certificate of Insurance** and all **Endorsements** specifically listed in the **Schedule**.

**21. Repairer**

This refers to motor repair workshops approved by **Us** or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that **We** have given **You** a special permission to use, for a claim.

**22. Road**

Section 2 of the Road Transport Act 1987 defines "Road" as "any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, roundabouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use".

**23. Schedule**

This document shows **Your** name and address, the **Period of Insurance**, the sections of this **Policy** which apply, the premium **You** have paid, the **Motorcycle** which is insured, the **Sum Insured** and details of any extensions or **Endorsements**.

**24. Sum Insured**

This is the maximum that We will pay You for a claim under Section A. This amount is shown in the Schedule. The Sum Insured must be sufficient to cover the cost to replace Your Motorcycle in the event of an Incident that completely destroys it.

**25. We, Our, Us**

This refers to the licensed Insurance Company that is issuing You this Policy.

**26. You, Your, Yourself**

This refers to the policyholder or person described in the Schedule as "the Insured".

**Section G: Endorsements - applicable only if the Endorsement number is printed in the Schedule**

Note that only Endorsements with their numbers specifically printed in the Schedule shall apply to this Policy.

**Endorsement 3(p): Third Party Only Insurance (see explanation under "What is Covered?")**

The cover that You have chosen for Your Motorcycle is limited to 'Third Party' insurance only. This means that We will not pay for any loss or damage to Your Motorcycle. For that reason, Section A is deleted and only Section B coverage has been purchased and is available to You.

**Endorsement 3(q): Third Party, Fire and Theft Insurance (see explanation under "What is Covered?")**

The cover that You have chosen for Your Motorcycle is called 'Third Party, Fire and Theft' insurance. This means that the cover provided to Your Motorcycle under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason all the remaining covers under Section A1a are deleted and Section B coverage has been purchased and is available to You.

**Endorsement 14: Transfer of Interest**

In consideration of the additional premium that You paid Us for this Endorsement, We agree to transfer the interest in this Policy on [state date] to [state name of transferee and NRIC no. / Business Registration No.] of [state address] carrying on or engaging in the business or profession of \_\_\_\_\_ whose proposal and declaration dated [state date] shall be the basis of this contract.

Subject otherwise to the terms and conditions of this Policy.

**Endorsement 15: Hire Purchase**

We note that Your Motorcycle is under a Hire Purchase agreement with the Hire Purchase company named in the Schedule as the Owners. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Owners as long as they remain as the Owner of Your Motorcycle at the time of the Incident. The receipt from the Owners will fully discharge Us from any further claims or liability in respect of such loss or damage. For all other purposes You are the principal party under this Policy and not an agent or trustee for the Owners and that You have not assigned Your rights, benefits and claims under this Policy to the Owners. You cannot assign Your rights, benefits and claims under this Policy to anybody without Our written consent.

**Endorsement 15(a): Employer's Loan**

We note that Your Motorcycle was bought under an Employer's Loan agreement. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Employer named in the Schedule as long as the loan remains outstanding at the time of the Incident giving rise to a claim. The receipt from the Employer will fully discharge Us from any further claims or liability in respect of the Incident.

Other than the above, Our / Your rights and liabilities under this Policy are not affected.

**Endorsement 18: Fleet Rated Risks - Cancellation of 'No Claim Discount'**

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this Policy is cancelled. Subject otherwise to the terms and conditions of this Policy.



**Endorsement 24(c): Reliability Trials, Competitions etc.**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under this Policy shall cover Your Motorcycle while it is being used for *[state either reliability trials, competition]* to be held at *[state place / location]* on *[state date]* organized by *[state name of organizer]* including officially conducted practice for the event.

**Endorsement 24(d): Reliability Trials, Competitions etc. (Third Party Cover Only)**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under Section B of this Policy shall cover legal liability while Your Motorcycle is being used for *[state either reliability trials, competition]* to be held at *[state place / location]* on *[state date]* organized by *[state name of organizer]* including officially conducted practice for the event.

**Endorsement 25: Strike, Riot and Civil Commotion**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to Your Motorcycle caused by:

- a. the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
- b. the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lock out or not); and
- c. the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

This Endorsement does not cover:

- a. civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- b. revolution, rebellion or civil disturbance amounting to a popular uprising; and
- c. **Act of Terrorism.**

It also does not cover any loss, damage or liability directly or indirectly, proximately or remotely caused by or contributed to or traceable to or arising out of or in connection with the above stated exceptions.

**Endorsement 57: Inclusion of Special Perils**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under Section A of this Policy will cover loss or damage to Your Motorcycle caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

**Endorsement 87: Agreed Value Clause**

The Agreed Value shown in the Schedule is the maximum amount that We will pay for Your Motorcycle, less any Excess (if applicable) if Your Motorcycle is stolen or totally destroyed.

We and You have agreed at the commencement of this Policy to use this value as the basis of settlement provided We are liable to pay for such loss or destruction under the terms and conditions of this Policy. The Market Value of Your Motorcycle at the time of the loss will not be taken into account.

**Endorsement 95: Leasing Agreement**

We note that Your Motorcycle is under a Leasing Agreement with the Leasing company named in the Schedule as the Lessors. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Lessors as long as the Leasing Agreement remains valid at the time of the Incident. The receipt from the Lessors will fully discharge Us from any further claims or liability in respect of such loss or damage. For all other purposes, You are the principal party under this Policy and not as an agent or trustee for the Lessors and You have not assigned Your rights, benefits and claims under this Policy to the Lessors. You cannot assign Your rights, benefits and claims under this Policy without Our written consent.

**Endorsement 97: Separate Cover for Accessories fixed to Your Motorcycle**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under Section A of this Policy shall cover the non-standard Accessories specified in the Schedule. The maximum amount that We will pay under this Endorsement is the amount mentioned in the said Schedule under the heading 'Endorsement 97'.

If Your claim is for the Accessories only and no other damages, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

This cover is terminated on the date Your claim is settled under this Endorsement. To restore this cover You must pay the additional premium to Us for the renewed cover.

#### Endorsement 101: Extension of Cover to the Kingdom of Thailand

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under Section A and Section B1a(ii) of this Policy shall cover Your Motorcycle while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that We provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

This Endorsement does not cover legal liability under Section B1a(i) while Your Motorcycle is being used in the Kingdom of Thailand.

#### Endorsement 102: Extension of Cover to Kalimantan

In consideration of the payment of additional premium by You to Us, the geographical area of this Policy is extended to include Kalimantan with effect from \_\_\_\_\_ a.m. / p.m. on [state date] to midnight (Malaysian Standard Time) on [state date] subject to the limit of liability of RM50,000 under Section B1a(i) and B1b(ii).

Subject otherwise to the terms and conditions of this Policy.

#### Endorsement 108: Legal Liability to Pillion

In consideration of the additional premium that You paid Us for this Endorsement, We shall pay towards You or Your Authorised Rider's liability to any person being carried upon or getting onto or alighting from Your Motorcycle except for:

- a. death or bodily injury to any Pillion being carried for hire or reward;
- 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 Authorised Rider;
- c. damage to property belonging to or in the custody of or control of or held in trust by You or Your Authorised Rider and / or any member of Your or Your Authorised Rider's Household;
- d. liability to any person who is a member of Your and / or Your Authorised Rider's Household who is a Pillion on your Motorcycle unless he / she is required to be carried on Your Motorcycle by reason of or in pursuance of his / her contract of employment with You or Your Authorised Rider and / or his / her employer;
- e. liability caused by a Pillion travelling on or alighting from Your Motorcycle;
- f. any claims brought against You by any rider of Your Motorcycle, whether authorised or not;
- g. 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 Motorcycle;
- h. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- i. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

#### Condition of Cover

If at the time of Incident giving rise to a claim under this Endorsement, Your Motorcycle is carrying Pillion in excess of the stated maximum number permitted by law, Our liability shall be limited to the number of Pillion specified for the vehicle as registered at the Road Transport Department.

If the number of Pillion carried at the time of the happening of an Incident is more than the maximum number permitted in the vehicle by law, We will not pay their claim in full. Any payment We make to any claimant under this Endorsement will be rateably reduced in the proportion of the legally permitted maximum number of lawful Pillion over the actual number of Pillion(s) carried, at the time of the Incident. The difference between the sum paid by Us and the claim to be paid to each Pillion claimant shall be borne by You or Your Authorised Rider.

The proportion We pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of Pillion permitted by law}}{\text{Actual number of Pillion(s) carried at time of Incident}} \times \text{Total Claim Awarded}$$

**Endorsement 109: Extension of Cover for Ferry Transit to and / or from Sabah and the Federal Territory of Labuan**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that the insurance provided under Section A of this Policy shall cover loss or damage to Your Motorcycle when in transit to and / or from Sabah and Federal Territory of Labuan.

You must bear the first 1% of the Sum Insured or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this Endorsement. We have the right to deduct this amount in addition to the Excess mentioned in the Schedule of this Policy.

**Endorsement 113: Reference to Motor Vehicle Market Valuation System**

This refers to the motor vehicle Market Valuation System approved by Persatuan Insurans Am Malaysia (PIAM) to determine the Sum Insured of Your Motorcycle at the time You purchased/renewed this Policy as well as the Market Value at the time of the loss.

When a claim is made, the Market Value of Your Motorcycle would be determined by the (name of motor vehicle Market Valuation System) and this value would be accepted as the cost of purchasing a replacement motorcycle of the same make, model and age of Your Motorcycle at the time of loss.

If no Market Value is available from the (name of motor vehicle Market Valuation System) for Your Motorcycle, the Market Value of the Motorcycle would be determined by an Adjuster agreed to by both You and Us.

The valuation done by the (name of motor vehicle Market Valuation System) or Adjuster will be conclusive evidence in respect of the Market Value of Your Motorcycle in any legal proceedings against Us.

Subject otherwise to the terms and conditions of this Policy.

**Endorsement C001: Rider's Personal Accident (Non-Tariff)**

In consideration of the additional premium that You paid Us for this Endorsement, We agree that We will compensate for death or disablement (the Benefits) as described below if the Insured Person is injured whilst boarding, alighting from, or riding the Motorcycle and within one (1) year of its happening the Injury is the sole cause of the death or disablement.

We will pay the Insured Person or the Insured Person's Legal Representative for Injury as specified in the Policy/this Endorsement:

Benefits	Compensation (RM)
A. Accidental Death	6,000
B. Permanent Total Disablement as specified below:	
1. Total Permanent Disablement from engaging in or attending to employment/occupation of any and every kind	6,000
2. Total Paralysis or Permanently Bedridden	6,000
3. Loss of one or both hands	6,000
4. Loss of one or both feet	6,000
5. Loss of one or both eyes	6,000
C. Bereavement Allowance Upon a valid claim under Benefit A, We will pay RM500.	

**Compensation Limits in respect of any one Insured Person**

- For Benefit B, "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle joint, and with reference to eyes, means the entire and irrecoverable loss of sight.
- Compensation shall not be payable for:
  - Benefit A in addition to Benefit B if death occurs subsequently solely caused by and within one (1) year of the Injury.
  - more than RM6,000 in aggregate for Benefit A to Benefit B for any one Insured Person. When 100% of the benefits becomes payable, this Endorsement shall cease thereafter.
- With additional premium paid for 'All-Riders' cover, if:
  - the Authorised Rider suffers Injury solely and directly due to an accident whilst boarding, alighting from, or riding the Motorcycle and not seated as a Pillion rider on the Motorcycle, the appropriate compensation for accidental death or permanent total disablement as per the Benefits stated above will be paid in accordance to paragraph 3 of the Claims Conditions stated below; or

- b. **You and the Authorised Rider both suffer Injury solely and directly due to an accident whilst the Authorised Rider was boarding, alighting from, or riding the Motorcycle and You were boarding, alighting from, or riding as a Pillion rider on the Motorcycle, the appropriate compensation for accidental death or permanent total disablement as per the Benefits stated above will be shared equally and paid to both You and to the Authorised Rider in accordance to paragraph 3 of the Claims Conditions stated below.**

#### Exclusions

We will not pay compensation for:

1. **Injury**, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
  - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
2. **Injury** caused by:
  - a. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) or unlawful act;
  - b. pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
  - c. the **Motorcycle** being used for racing, road rally, pacemaking, speed testing, reliability trial or use of any purpose in connection with the motorcycle trade;
  - d. the **Motorcycle** being used for riding instruction;
  - e. the **Motorcycle** being used as an unlicensed common carrier;
  - f. provoked murder or assault;
  - g. accidents while the **Authorised Rider** is seated as a **Pillion rider** on the **Motorcycle**; or
  - h. accidents outside the Territorial Limit.

#### Conditions

1. **Age Limit**  
The age limits for any **Insured Person** covered under this **Endorsement** is subject to a minimum of sixteen (16) years up to a maximum of seventy-five (75) years.
2. **Disappearance Clause** (Applicable to Individual **Motorcycle Owner** only)  
**We** shall presume death to have been suffered by **You** if **You** are missing for twelve (12) consecutive months, and sufficient evidence is provided that leads **Us** to the conclusion that death was caused by an **Injury**. However, if at any time after payment of compensation for such death **You** are found to be living, such compensation shall be refunded to **Us**.
3. **Discharge**  
The **Insured Person's** receipt or that of the **Insured Person's** legal personal representatives or **Legal Representatives** or of any persons to whom any benefit is expressed to be payable in accordance to the law, shall in all cases effectively discharge **Our** liability.

#### Claims Conditions

1. **Condition Precedent**  
The payment of claims under this **Endorsement** is dependent upon observance of its terms and conditions by **You**, and so far as they apply, by the **Insured Person** or any other claimant.
2. **Advice of Loss**  
**You** must report in writing to **Us** within thirty (30) days full details of any **Injury** which may result in a claim under this **Endorsement**. For losses other than **Injury** which may result in a claim under this **Endorsement**, **You** must report in writing to **Us** within fourteen (14) days with full details of damages, and where necessary, **We** reserve the right to request for substantiating documents and/or applicable reports at **Your** expense.
3. **Payment of Benefits**
  - a. In respect of any accidental death benefits payable under the Benefits as stated above in relation to the coverage to the **Insured Person**, it shall be paid in accordance to Schedule 10 of the Financial Services Act 2013.
  - b. In respect of any benefits payable (except any accidental death benefits) under the Benefits as stated above in relation to the coverage to the **Insured Person**, it shall be paid to the **Insured Person**. However, in the event before the payment of benefits can be paid to the **Insured Person**, the **Insured Person** dies, so under this circumstance, **We** will pay the payment of benefits to the **Insured Person's** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of the **Policy**/this **Endorsement**.

Some definitions applicable to this Endorsement (Note: for those definitions in bold not defined in this Endorsement, please refer to the definitions in bold stated in the Policy).

#### Injury

means bodily injury sustained by the **Insured Person**, solely and independently caused by violent accidental external and visible means.

**Insured Person**  
means You and/or the Authorised Rider.

**Legal Representative**  
means the individual person(s) or Public Trustee or trust company who/which would be legally entitled to receive policy moneys payable under this Endorsement in accordance to Schedule 10 of the Financial Services Act 2013 in respect of accidental death to the Insured Person.

## Complaint Procedures

We believe You deserve a courteous, fair and prompt service. If there is any circumstance when Our service does not meet Your expectations, please contact Us using the appropriate contact details below and provide the Policy Number/Claim Number and Insured Person's Name:

- a. Firstly with the department or person You dealt with Us on how You would like the problem to be solved.
- b. Secondly if the problem is not solved to Your satisfaction, then make a formal written complaint to Our Customer Service Department at:  
Customer Service Hotline : 1-800-88-MSIG (6744)  
Fax : +603-2026 8086  
Email : myMSIG@my.msig-asia.com  
Website : [www.msig.com.my](http://www.msig.com.my)  
Address : Customer Service Department  
MSIG Insurance (Malaysia) Bhd  
Level 15, Menara Hap Seng 2,  
Plaza Hap Seng,  
No. 1, Jalan P. Ramlee,  
50250 Kuala Lumpur.
- c. Thirdly, if You are not satisfied with Our decision You can refer the matter to OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTLELINK or BNMLINK:
  - i. **OMBUDSMAN FOR FINANCIAL SERVICES (OFS)**  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Telephone : +603-2272 2811  
Fax : +603-2272 1577  
Email : enquiry@ofs.org.my  
Website : [www.ofs.org.my](http://www.ofs.org.my)
  - ii. **LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)**  
(Walk-in Customer Service Centre)  
Ground Floor, D Block,  
Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Telephone : +603-2698 8044  
Extension : 8950/8958 (BNMLINK General Line)
  - iii. **CONTACT CENTRE (BNMTELELINK)**  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia,  
P.O.Box 10922,  
50929 Kuala Lumpur.  
Telephone : 1-300-88-5465 (1-300-88-LINK)  
Fax : +603-2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## Personal Data Protection

By giving Personal Data, You give Us permission for its use as described below:-

- a. To process Your Personal Data with the intention of entering into the Contract of Insurance.
- b. You consent and allow Us to retain the data and share the data with Our service providers, which include but not limited to:
  - i. Registered licensed Adjuster,
  - ii. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - iii. Insurer and Reinsurer,
  - iv. ISM Insurance Services Malaysia Berhad.
- c. For further information about MSIG's commitment to protection of Personal Data, a list of service providers and business partners that We may disclose Your Personal Data to, please refer to MSIG's Privacy Notice at [www.msig.com.my](http://www.msig.com.my).

You may also request access to or correct Your Personal Data by contacting Our Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

### **Tax Clause**

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.