



Policy

Motorcyclist Partner

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**.

If during the Period of Insurance **You** and/or **Your Authorised Rider** shall suffer bodily injury as defined under benefits (1) to (2) of the Table of Benefits resulting solely and directly from an accident caused by violent, external and visible means whilst riding or whilst mounting onto or dismounting from the named motorcycle described in the Schedule, then **We** shall pay to **You** and/or **Your Authorised Rider** or **You** and/or **Your Authorised Rider's** legal personal representative the sum stated under such benefit payable in respect thereof provided that:

1. Either Death or 100% Permanent Disablement Benefit only shall be payable in respect of any one of **You** and/or **Your Authorised Rider** in connection with the same accident.
2. On the happening of an accident giving rise to a claim under Death or 100% Permanent Disablement Benefit, this Policy shall thereafter cease to be in force.
3. No sum shall be payable under this Policy unless death or permanent disablement takes place within twelve (12) calendar months from the date of the accident.
4. In the event that the claim monies exceed the outstanding balance due under the Hire Purchase Agreement between **You** and the hirer, **We** shall first pay the amount due under the Hire Purchase Agreement to the hirer and any amount remaining from the claim monies shall be paid to **You** or **Your** legal representative as the case may be.
5. In the event of an accident giving rise to a claim under Death or 100% Permanent Disablement Benefit to **Your Authorised Rider**, the claim monies shall be paid to **Your Authorised Rider's** legal representative.
6. Our total maximum limit in respect of any one accident shall not exceed Death Benefit or 100% Permanent Disablement.

DEFINITION

We/Us/Our

Tokio Marine Insurans (Malaysia) Berhad

You/Your/Insured

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

Authorized Rider

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

Age Limit

There is no cover under this Policy if **You** or **Your Authorised Rider** who is less than 16 years of age or more than 75 years of age at the time of commencement of cover.

Territorial Limit

Anywhere within Malaysia, Singapore and Brunei

This Policy is extended to provides 24 hours cover to the **Insured** who shall suffer bodily injury as defined under benefits (1) to (2) of the Table of Benefits resulting solely and directly from an accident of any other cause within the **Territorial Limit**.

Tokio Marine Insurans (Malaysia) Berhad

198601000381 (149520-U)

Level 20, Menara Hap Seng 3, Plaza Hap Seng, No. 1, Jalan P. Ramlee, 50250 Kuala Lumpur, Malaysia.

T: (03) 2027 8200 / 2789 8800 F: (03) 2022 2295 [Customer Service Hotline: 1800 88 0812](#)

tokiomarine.com

TABLE OF BENEFITS					
	Benefits Payable	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	Plan 4 (RM)
1.	Death	6,000	12,000	18,000	24,000
2.	Permanent Disablement				
	Total and irrecoverable loss of all sight in both eyes	6,000	12,000	18,000	24,000
	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	6,000	12,000	18,000	24,000
	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	6,000	12,000	18,000	24,000
	Total Paralysis	6,000	12,000	18,000	24,000
	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	3,000	6,000	9,000	12,000
	Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear	3,000	6,000	9,000	12,000
	Total and irrecoverable loss of hearing of both ears	3,000	6,000	9,000	12,000
3.	Bereavement allowance We will pay RM500 to You and/or Your Authorised Rider's legal representative in the event of accidental death of You and/or Your Authorised Rider upon submission of the following documents:- (i) Police Report (ii) Death Certificate Our limit of liability in respect of anyone accident shall not exceed RM500 per vehicle.	500	500	500	500

EXCEPTIONS

This Policy does not cover:

- (a) Loss caused directly or indirectly, wholly or partly
 - (i) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (ii) by any form of illness, diseases, infection or parasites fits hernia including malaria, dengue fever and acquired immune deficiency syndrome;
 - (iii) by pre-existing physical, mental defect or infirmity;
 - (iv) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Policy and performed within the time provided in the Policy);
 - (v) by child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule;
 - (vi) while 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.
 - (vii) while the motorcycle is used for illegal business as an unlicensed common carrier;
 - (viii) if You or Your Authorised Rider is committing or attempting to commit any unlawful or criminal act;
- (b) HIV (Human Immunodeficiency Virus) and/or HIV related illnesses and/or any mutant derivatives or variations thereof;
- (c) Insanity, suicide or any attempt thereat (sane or insane);
- (d) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, strike, civil commotion, civil war, act of terrorism, rebellion, insurrection, conspiracy military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance or martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under of any government or public or local authority or any weapon or instrument or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. You shall, if so required, and as a condition precedent to any of Our liability, prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes;

- (e) Loss if the motorcycle is used for hire or reward, racing, road rally pace making, speed-testing or use for any purpose in connection with the motor trade;
- (f) Loss if **You** or **Your Authorised Rider** does not have a valid driving license to ride the motorcycle. This will not apply if **You** or **Your Authorised Rider** have an expired license but are not disqualified from holding or obtaining such driving license under any existing laws, by-laws and regulations.
- (g) Loss if **You** or **Your Authorised Rider** does not wear an approved crash helmet whilst engaging in motorcycling;
- (h) Loss if the motorcycle is used outside the **Territorial Limit** stated herein;
- (i) Death or Disablement or any other loss consequent upon the **Insured** engaging in or taking part in:-
 - (i) sports as a professional;
 - (ii) racing of any kind (other than foot);
 - (iii) caving, parachuting, hand gliding, hunting, bungee jumping, mounteneering requiring ropes or guides water-ski jumping, under-water activities involving the use of breathing apparatus;
 - (iv) naval, military and/or air force services or operations;
 - (v) ship crews on board, ship, watercraft, vessel or barges;
 - (vi) aircrews. Only applicable whilst on duty;
 - (vii) underground or underwater miners.
- (j) Directly or indirectly causes by contributed to by or arising from:-
 - (i) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or
 - (ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or
 - (iii) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, or
 - (iv) Any nuclear material, nuclear installation or any other nuclear energy risks.

CONDITIONS

This Policy and the Schedule shall be read together with Motorcycle Policy as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the Terms and Conditions and Endorsements of this Policy insofar as they relate to anything to be done or not to be done by **You** shall be conditions precedent to any of **Our** liability to make any payment under this Policy.

2. INTERESTED PARTIES

We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat **You** as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim or interest in the Policy and **Your** receipt shall be an effectual discharge.

3. NOTICE

Every notice or communication to be given or made under this Policy shall be delivered in writing to **Us**. No alteration in the terms of this Policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed by **Us**.

4. MISSTATEMENT OR OMISSION OF MATERIAL FACT

We shall not be liable if **Your** or the **Insured** proposal or declaration is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance of any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression.

5. CLAIMS PROCEDURE

- (a) Claims, certificate, information and evidence required by **Us** shall be furnished at **Your** expense and shall be in such form and of such nature as **We** may prescribe.
- (b) **You** and/or **Your Authorised Rider** shall as often as reasonably required submit to medical examination on **Our** behalf at **Our** expense in respect of any alleged bodily injury.
- (c) In case of death, reasonable notice shall be given to **Us** before interment or cremation and **We** may require or be represented at a post mortem examination on the body of **You** and/or **Your Authorised Rider**. Immediate notice stating time and place shall be given to **Us** of any inquest appointed. Time is the essence of this Condition.
- (d) In case of bodily injury to which this Policy relates
 - (i) **You** and/or **Your Authorised Rider** shall procure and act upon medical or surgical advice as soon as practicable

- (ii) written notice shall be given to **Us** as soon as possible but in any event within seven (7) days if **You** are not physically disabled or hospitalized of such bodily injury or within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalized of such bodily injury.

6. MISREPRESENTATION/FRAUD

If the claim be in any respect fraudulent or if any false declarations be made or used in support thereof or if any fraudulent means or devices are used by **You** or any one acting on **Your** behalf to obtain any Benefit under this Policy; if the Death or loss or Disablement be occasioned by the willful act or with **Your** connivance; or if the claim be made and rejected and an action or suit be not commence within three months after such rejection or (in case of an arbitration taking place in pursuance of the 7th Condition of this Policy) within three months after the arbitration or arbitrators or umpire shall have made their reward all Benefits under this Policy shall be forfeited.

7. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator, upon the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator or arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or arbitrators or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators or umpire if disputed shall be first obtained.

8. CANCELLATION

We may cancel this Policy by sending fourteen (14) days notice by registered letter to **You** at **Your** last known address and in such event will return to **You** the pro rate refund of the unexpired premium. If **You** give notice to **Us** to cancel this Policy, we will return the unearned premium. However, the unearned premium shall be computed in accordance with the short period rates described in Motorcycle Policy.

9. TERMINATION

This Policy shall automatically terminate/lapse upon cancellation of the Motorcycle Policy.

THE FOLLOWING WARRANTIES/CLAUSES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY

CASH BEFORE COVER ENDORSEMENT

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **Us** before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The authorized agent shall remit the premium within seven (7) working days upon receipt of such premium from **You**. **We** reserve the right to refuse any coverage and/or reject any claim resulting from non-premium to **Us**.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon by **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the terms, conditions and exclusions of the Policy.

SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)

The insurer shall be deemed not to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction on matched individuals and entities listed under the United Nations Sanction List as well as section 66B (1) applicable to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds From Illegal Activities 2001 or any trade or economic sanctions subjected under the administration of Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”).

NOTICE TO ALL POLICYHOLDER

(Regarding Ombudsman for Financial Services and Customer Service Bureau)

The following are authorized to oversee public enquiries and complaints on insurance related matters. You can contact them for assistance at:

Ombudsman for Financial Services

(formerly known as Financial Mediation Bureau)

Level 14, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel No: 03-2272 2811

Fax No: 03-2272 1577

Business hours: Monday to Friday (8.30am to 5.30pm)

Website: www ofs.org.my

BNMTELELINK OR BNMLINK

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

Facsimile: 03-2174 1515

Email: bnmtelelink@bnm.gov.my

Address: BNMTELELINK

Corporate Communications Department

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Website: telelink.bnm.gov.my/

IMPORTANT NOTICE

1. The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tokio Marine Insurans (Malaysia) Berhad or PIDM (visit www.pidm.gov.my).
2. **You** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with **your** wishes, advice shall be given to **us** immediately and the Policy returned for attention.
3. If **you** require the Bahasa Malaysia version, please refer to **your** insurance intermediary or contact **us** directly for a copy.