



## Policy

# Commercial 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**, **Your Authorized Driver** and/or **Attendant** 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 driving riding as an **Attendant** or whilst mounting onto or dismounting from the named **Vehicle** described in the Schedule then **We** shall pay to **You** or **Your** legal representative (in the case of individual) the sum stated under such benefit as payable in respect thereof provided that:-

1. Either Death or 100% Permanent Disablement only shall be payable in respect of any one of **You**, **Your Authorized Driver** and/or **Attendant** in connection with the same accident.
2. On the happening of an accident giving rise to a claim under Benefit 1 or 100% of Benefit 2 this Policy shall thereafter cease to apply.
3. Where the Benefit 1 or 100% of Benefit 2 becomes payable, Benefits 3 to 5 shall cease to be paid for the same bodily injury for any one of **You**, **Your Authorized Driver** and/or **Attendant**.
4. Death or loss or disablement must occur independently of any other cause within 12 months from the date of accident.
5. The aggregate of all amounts payable in respect of any one accident under Benefit 1 and 2 shall not exceed 100% of the Death Benefit for any one of **You**, **Your Authorised Driver** and/or **Your Attendant**.

## Definition

### **We/Our/Ours/Us - means**

Tokio Marine Insurans (Malaysia) Berhad

### **You/Your - means**

The person named as the Insured in the Schedule

### **Authorised Driver - means**

Any person who drives **Your Vehicle** with **Your** consent or permission provided he or she holds a valid driving license of the relevant type and is not disqualified to drive by law or for any other reason.

### **Attendant - means**

A person who is gainfully employed as an assistant to commercial vehicle Authorised Driver for the last 3 months and supported with statutory contribution such as Employee Provident Fund, Social Security Organisation and Employment Insurance Scheme.

### **Vehicle - means**

All types of commercial vehicles used for commercial purpose.

### **Territorial Limit - means**

Anywhere within Malaysia, Singapore and Brunei

Table of Benefits					
		Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	Plan 4 (RM)
<b>Benefit 1</b>	<b>Accidental Death</b>	50,000	100,000	150,000	200,000
<b>Benefit 2</b>	<b>Permanent Disablement</b>				
	Total and irrecoverable loss of all sight in both eyes	50,000	100,000	150,000	200,000
	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	50,000	100,000	150,000	200,000
	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	50,000	100,000	150,000	200,000
	Total Paralysis	50,000	100,000	150,000	200,000
	Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear	25,000	50,000	75,000	100,000
	Total loss by physical severance or above the wrist or ankle of one hand or one foot	25,000	50,000	75,000	100,000
	Total and irrecoverable loss of hearing of both ears	25,000	50,000	75,000	100,000
<b>Benefit 3</b>	<b>Medical Expenses</b> We will pay to <b>You</b> reasonable medical, hospital or nursing home incurred up to RM1,000 per event in connection with any accidental bodily injury caused by violent external and visible means sustained by <b>You, Your Authorised Driver</b> and/or <b>Attendant</b> as the direct and immediate result of an accident to the named vehicle mentioned in the schedule, incurred within 26 weeks from the date of accident. The maximum payable is RM1,000 per vehicle.  It is a condition precedent to <b>Our</b> liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital or nursing home shall be submitted to and approved by <b>Us</b> .	Up to 1,000	Up to 1,000	Up to 1,000	Up to 1,000
<b>Benefit 4</b>	<b>Daily Hospital Income</b> We will pay to <b>You</b> a daily cash allowance of RM100 per vehicle in the event <b>You, Your Authorised Driver</b> and/or <b>Attendant</b> requires hospitalization as a result of an accident payable under the policy, up to a maximum of 60 days. This benefit is payable subject to the following: a) <b>You, Your Authorised Driver</b> and/or <b>Attendant</b> is hospitalized for more than twenty-four (24) hours and b) <b>You, Your Authorised Driver</b> and/or <b>Attendant</b> is hospitalized within twenty-one (21) days from the date of accident	100	100	100	100
<b>Benefit 5</b>	<b>Weekly Benefits</b> If <b>You, Your Authorised Driver</b> and/or <b>Attendant</b> is totally unable to engage in or attend to his/her profession or occupation due to injury caused by an accident covered under this policy certified by a qualified Medical Practitioner, <b>We</b> will pay to <b>You</b> RM300 per <b>Vehicle</b> on weekly basis up to RM1,500 from the date of accident.  Compensation under this benefit shall only be payable if such bodily injury shall, within twenty-one (21) days from the date of accident, continuously disable and totally prevents the Insured Person from performing any duties or functions relating to his occupation.	300	300	300	300

<b>Benefit 6</b>	<b>Bereavement Allowance</b> <b>We</b> will pay RM2,000 to <b>You</b> or <b>Your</b> legal representative (applicable to individual Insured) in the event of accidental death to the <b>You, Your Authorised Driver</b> and/or <b>Attendant</b> upon submission of the following documents. (i) Police Report (ii) Death Certificate  <b>Our</b> limit of liability in respect of anyone accident shall not exceed RM2,000 per <b>Vehicle</b> .	2,000	2,000	2,000	2,000
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### GENERAL EXCLUSIONS

**We** will not pay for any consequence whatsoever which is the direct or indirect result of any of the following:-

1. loss caused directly or indirectly, wholly or partly
  - i) by bacterial infections (except pyogenic 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 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);
  - iv) by child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule;
  - v) if **You** or **Your Authorised Driver** 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 Driver** is incapable of having proper control of **Your Vehicle**.
  - vi) while the **Vehicle** is used for illegal activities/business or as an unlicensed common carrier;
  - vii) while committing or attempting to commit any unlawful or criminal act;
2. HIV (Human Immunodeficiency Virus) and/or HIV related illnesses and/or any mutant derivatives or variations thereof;
3. any bodily injury which shall result in hernia;
4. suicide or any attempt thereat (sane or insane);
5. pre-existing physical, mental defect or infirmity;
6. loss if the **Vehicle** is used for racing, road rally pace making, speed-testing or use for any purpose in connection with the motor trade;
7. 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;
8. if **You** or **Your Authorised Driver** do not have a valid driving license to drive **Your Vehicle**. This will not apply if **You** or **Your Authorised Driver** have an expired license but are not disqualified from holding or obtaining such driving license under any existing laws, by-laws and regulations.
9. **You, Your Authorised Driver** and/or **Attendant** is under 18 and over the age of 70;
10. claims arising whilst **Your Vehicle** was being used or driven outside **Territorial Limit**;
11. loss caused directly or indirectly, wholly or partly 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.
  - iv) any nuclear material, nuclear installation or any other nuclear energy

## GENERAL CONDITIONS

This Policy and the Schedule shall be read together 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 fulfilment 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 or **Your** legal personal representatives 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** 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. DUTY OF DISCLOSURE

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 the remedies in 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.

### 6. CO-ORDINATION OF BENEFIT

When **You**, **Your Authorised Driver** and/or **Attendant** is entitled to Benefit 3 payable under any other insurance group or individual the benefit payable under this Policy shall be limited to the balance of expenses not covered by benefits payable under the other insurance subject to the maximum benefits payable as stated in the selected plan.

### 7. 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**, **Your Authorised Driver** and/or **Attendant** as often as required shall 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**, **Your Authorised Driver** and/or **Attendant** (s). 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**, **Your Authorised Driver** and/or **Attendant** 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.

### 8. POLICY ASSIGNMENT

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to **You** or **Your** legal representatives whose receipt shall be a fully discharge to **Us**. **We** shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

### 9. DISCHARGE OF ALL LIABILITY

Any receipt or discharge which **You**, **Your Authorised Driver** and/or **Attendant**(s) or their legal representative may grant to **Us** for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting to **You**, **Your Authorised Driver** and/or **Attendant**(s) in consequence of the accident whether resulting before or after the date of such receipt or discharge.

## 10. 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 rata refund of the unexpired premium or the Policy may be cancelled at any time by You and You shall be entitled to a refund premium based on Our short period rates as follows:-

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

If a claim has been made under this policy, no refund will be allowed.

## 11. MISREPRESENTATION/FRAUD

If the claim be in any respect fraudulent or if any false declaration 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 Your willful act or with Your connivance; or if the claim be made and rejected and an action or suit be not commence within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of the 11th condition of this Policy) within three (3) months after the arbitration or arbitrators or umpire shall have made their award all Benefits under this Policy shall be forfeited.

## 12. 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 to 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 another 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.

## THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTY 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 ENDORSEMENT

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 the **Insured**.

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 exceptions 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](http://www.ofs.org.my)

##### **BNMTELELINK OR BNMLINK**

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

Facsimile: 03-2174 1515

Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Address: BNMTELELINK

Corporate Communications Department

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Website: [telelink.bnm.gov.my/](http://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](http://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.