

MOTORIST’S COMPANION COMMERCIAL INSURANCE POLICY

WHEREAS the Insured named in the schedule hereto has made to Uni.Asia General Insurance Berhad (hereinafter called “the Company”) a written Proposal and Declaration which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the Insurance hereinafter provided.

NOW THIS POLICY WITNESSETH that if at any time during the Period of Insurance stated in the Schedule hereto or during any further Period for which the Company may accept payment for the renewal of this Policy as consideration for such Insurance afforded with respect to the authorised driver and/ or one attendant with the permission of the Insured, is driving, riding, boarding or alighting from the commercial vehicle specified in the Policy for any bodily injury caused solely and directly by violent accidental external and visible means and being the sole and direct cause of death or disablement as hereinafter defined, then the Company will pay the sum or sums of money set forth in the Schedule and in the manner as hereinafter stated.

BENEFITS

The insurance afforded is only with respect to bodily injuries by violent accidental and visible means solely and independently of any other cause. The policy provides coverage for up to two (2) insured person (the driver and/ or one attendant, if applicable) per commercial vehicle. The maximum sum payable for any one period of insurance shall not exceed RM100,000.00 per commercial vehicle.

Section I – Loss of Life

When injury results in loss of life of the authorised driver and/ or one attendant of the named commercial vehicle within one hundred eighty (180) days after the date of the accident, the Company will pay RM50,000.00 per person.

Section II – Dismemberment

Loss of sight and dismemberment when injury does not result in loss of life of the authorised driver and/ or one attendant of the named commercial vehicle within one hundred eighty (180) days after the occurrence of the accident but results in any of the following losses within the said one hundred eighty (180) days, the company will pay for loss of:

Table Of Benefit	Plan
Loss of both hands or both feet	RM50,000 per person
Loss of sight of both eyes	RM50,000 per person
Loss of one hand and one foot	RM50,000 per person
Loss of sight of one eye and one hand or one foot	RM50,000 per person
Loss of one hand or one foot	RM25,000 per person
Loss of sight of one eye	RM25,000 per person

‘Loss’ as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference to eyes means the entire and irrecoverable loss of sight.

The occurrence of any specific loss for which compensation is payable under this part shall at once terminate all insurance under this policy, but such termination shall be without prejudice to any claim originating but of the accident causing such loss.

No compensation will be paid under any circumstances for more than one of the losses, the greatest for which provision is made in this section.

Section III – Medical Reimbursement Expenses

When by reasons of injury, the authorised driver and/ or one attendant shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expense incurred within fifty two weeks from the date of the accident for such treatment, hospital charges, and nurse's fees but not to exceed the aggregate amount payable of RM500 per person as a result of any one accident.

SPECIAL PROVISION

In the event that the actual number of attendant exceeds the number stated in the declaration of the policy, the Company's Limit of Liability per person will be reduced by the ratio of the actual number of attendant to that of the number of attendant declared.

The limitation shall not apply to the driver.

EXCLUSIONS

This insurance does not apply:

1. (a) to loss caused directly or indirectly, wholly or partly, by
 - (i) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (ii) any other kind of disease;
 - (iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this policy and performed within the time provided in the policy);
- (b) to any bodily injury which shall result in hernia;
- (c) to suicide or any attempt thereat (sane or insane);
- (d) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution 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 of martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon 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. The insured shall, if so require, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstances or causes.
- (e) to loss occasioned while the commercial vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.

- (f) to the authorised driver if such driver does not hold a valid driver's licence to drive the commercial vehicle or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department.
 - (g) while the commercial vehicle is used for illegal business pursuit as an unlicensed common carrier.
 - (h) to child birth, miscarriage, abortion or pregnancy.
 - (i) to any person below the age of 18 and above the age of 70.
 - (j) While the authorised driver of the commercial vehicle is under the influence of intoxicating liquor, alcohol or drugs.
2. This policy does not cover death, disablement (whether permanent or temporary) or medical expenses attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivations or variations thereof.

CONDITIONS

1. Payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by a duly authorized representative of the Company shall have been issued therefore.
2. All notices required to be given by the Insured to the Company must be in writing addressed to the nearest local Branch or Agency of the Company and no alteration in the terms of this Policy nor any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.
3. The Company shall at any time by giving fourteen (14) days notice to the Insured by Registered Letter at the Insured's address as last known to the Company be at liberty to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may also be cancelled at any time by the Insured on notice to the Company in which event the Insured shall be entitled to a return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force during the then current period of insurance.

SHORT PERIOD RATES

Not exceeding one calendar month	_____	25%
Exceeding one month but up to 3 months	_____	50%
Exceeding three months but up to 6 months	_____	75%
Exceeding six months but up to 9 months	_____	90%
Exceeding nine months	_____	100%

4. TIME OF NOTICE OF CLAIM

Written notice of injury on which claim may be based must be given to the Company within fourteen (14) days after the date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to the Company.

5. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured or Beneficiary, as the case may be, given to the Company or to any authorized agent of the Company, with particulars sufficient to identify the Insured shall be deemed to be notice to the Company. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

6. FORMS FOR PROOF OF LOSS

The Company, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by it for filing proofs of loss.

7. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to the Company at its said office within one hundred eighty days after the date of such loss.

8. MEDICAL EXAMINATION

The Company shall have the right and opportunity to examine the authorised driver and/ or attendant when as often as it may reasonably require during the pendency of claim hereunder and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

9. IMMEDIATE PAYMENT OF INDEMNITIES

All indemnities provided in this policy will be paid immediately after receipt of due proof.

10. CLAIMS THROUGH THE NAMED INSURED

All claims hereunder shall be submitted through the name insured.

11. TO WHOM COMPENSATION IS PAYABLE

Any compensation payable under this policy to the Commercial vehicle company and/or the authorised driver and/ or attendant whilst driving, or riding therein and/or boarding and/or alighting from the commercial vehicle specified in the policy and in the event of loss of life of the insured person driver all such compensation shall be payable to his legal representative and the receipt of the authorised driver and/ or attendant or his legal representative, as the case may be, shall be a full discharge of any or all claims attaching to the policy.

12. RIGHTS OF BENEFICIARY

Consent of the Beneficiary shall not be requisite to surrender or assignment of this policy, or to change of Beneficiary, or to any other changes in this policy.

13. LIMITATIONS OF TIME FOR BRINGING SUIT

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of the time within which proof of loss is required by the policy.

14. LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state in which the Insured resides at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

15. CANCELLATION BY OF THE NAMED INSURED

If the named insured shall at any time cancel vehicle registration or transfer the commercial vehicle which is specified in the policy, the Company upon written request of the insured, and surrender of the policy, will cancel the same and will return to the insured the unearned premium. However, the earned premium shall be computed in accordance with the Company's rules, short rates, rating plans, applicable to this insurance.

16. DEFINITIONS

Wherever in this policy the word "Company" is used, it shall mean the Company issuing it, and wherever the word "Named Insured or Insured Person" is used, it shall mean the applicant named in the copy of the application. Wherever the word "Beneficiary" is used, it shall mean the person named as "Beneficiary" in item 1 of the Declarations of this policy or the person substituted as such. Wherever the word "Injuries" is used, it shall mean bodily injuries effected as described in the insuring clause, and wherever the word "vehicle" is used, it shall mean for commercial use only. Wherever the word "Commercial Vehicle" is used it must be duly licensed and approved, with permit by the relevant government authorities and have a valid motor insurance with the company.

17. ASSIGNMENT

No assignment of interest under this policy shall be binding upon the Company unless and until the original or a duplicated thereof is filed at the Head Office. The Company does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this policy shall bind the Company, unless consent thereto is formally endorsed hereon by an executive officer of the Company. No provision of the charter, constitution or by-laws of this Company shall be used in defence of any claim arising under this policy, unless such provision is incorporated in full in this policy.

18. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

19. RENEWAL

This policy may be renewed with the consent of the Company from term to term, by payment of the premium in advance at the Company's premium rate in force at time of renewals.

20. PREMIUM PAYMENT (CASH BEFORE COVER “CBC”)

This policy shall automatically terminate or lapse if no premium is received from the inception or renewal date of policy (‘CBC’) unless otherwise agreed and endorsed herein. The Company reserves the right to determine new premium rates at the end of any policy year, whenever the terms of this Policy are changed or in view of adverse claims experience of Insured Person.

IMPORTANT NOTICE:

- A) For your own protection, you are particularly advised to read your Policy and, if incorrect, to return it for alteration. Also, if you have other Insurance in force on the same property, to see that all the Policies describe it in similar terms.
- B) In the event of any discrepancy, ambiguity and conflict in interpreting any term or condition of the contract, the English version shall prevail and supersede the Bahasa Malaysia version.