

## AutoStar's Towing and Motoring Assist Terms & Conditions

### SECTION 1 -- DEFINITIONS

#### 1.1 MEMBER

Shall mean the owner or the driver of the vehicle whom UNI.ASIA has qualified to participate in the UNI.ASIA Auto Assist Program and having his/her permanent Residence in Malaysia.

#### 1.2 VEHICLE

Shall mean any duly registered private and/or company motor vehicle under one (1) tonne unladen weight (excluding trucks, taxis, commercial vehicles and all vehicles registered under Hire and Drive) belonging to the Member and whom UNI.ASIA have qualified to participate in the UNI.ASIA Auto Assist Program, and complying with the relevant provisions, laws and regulations of the Road Transport Act 1987 Malaysia.

#### 1.3 RESIDENCE

Member's permanent home address in Malaysia as indicated on the Member's Application Form for the UNI.ASIA Auto Assist Program.

### SECTION 2 -- AVAILABILITY OF ASSISTANCE SERVICES, LIMITATIONS AND LIABILITIES

#### 2.1 AVAILABILITY OF ASSISTANCE SERVICES

The period of validity of the services mentioned in Section 3 are granted similar to the period of the validity of the Private Car Comprehensive Motor Insurance Policy with UNI.ASIA GENERAL INSURANCE BERHAD.

#### 2.2 TERRITORIAL LIMITS

The services mentioned in Section 3 shall be available in Malaysia including Sabah and Sarawak excluding all the Malaysian islands except Langkawi, Penang and Labuan which subject to clause 4.5.

#### 2.3 LIABILITY OF UNI.ASIA

UNI.ASIA shall not be held responsible for delays or impediments in performing the assistance due to strike, war, invasion, act of armed hostilities (regardless of a formal declaration of war), civil war, terrorism, riot and civil commotion, radioactivity or any act of God or widespread catastrophe such as flood and earthquake or tidal wave.

It is understood that the towing truck, workshop, garage, chauffeur and any kind of professionals to whom the Member will be referred to by UNI.ASIA are for most part independent contractors responsible for their own acts and not employees, agents or servants of UNI.ASIA.

Furthermore, UNI.ASIA shall not be responsible for any act or failure to act on the part of those professionals such as, and not limited to, towing truck, workshop, garage, chauffeur, physicians and other professionals.

UNI.ASIA shall not be responsible for any expenses, fees or charges under the benefits mentioned herein which is on a need basis and all costs shall be borne entirely and directly by the Member except for Towing up to 50KM radius.

### SECTION 3 -- ASSISTANCE SERVICES

UNI.ASIA Auto Star shall provide the following services to the Members:

#### 3.1 24 HOURS TOWING ASSISTANCE

If the vehicle breaks down and is immobilised in Malaysia, UNI.ASIA will organise towing up to 50KM radius. The vehicle shall be towed to the nearest repairer or safe storage place or to the drivers/passengers place of residence or roadside repair if required.

For towing above 50KM, these charges shall be applied.

Type of Assistance	CALL CHARGE		TOWING RATE/ KM	
	DAY (RM)	NIGHT (RM)	DAY (RM)	NIGHT (RM)
BREAKDOWN	25.00	35.00	1.30	1.80
ROADSIDE ASSISTANCE	20.00	30.00	1.30	1.80
ACCIDENT	40.00	70.00	1.50	1.80
DAY – 0700 – 1859 HRS		NIGHT – 1900-0659 HRS		

Calculations of towing rates are from our appointed workshop and return.

UNI.ASIA will not be held responsible for any cost of replacement of parts or damage to or theft of objects and accessories, which are left in or outside the vehicle.

Members will enjoy three (3) towing or breakdown services per year and additional towing or breakdown services will be provided at customer's cost upon request. All towing are to one (1) destination only.

#### 3.2 ALTERNATIVE ACCOMMODATION ASSISTANCE

UNI.ASIA will assist to arrange for alternate accommodation at customer's cost upon request.

#### 3.3 NOTIFICATION IN THE EVENT OF AN EMERGENCY

In the event of an emergency, UNI.ASIA will undertake to keep the Member's immediate family or company informed of any such situation (if information is provided).

### SECTION 4 -- MEMBER OBLIGATIONS AND PROCEDURES

#### 4.1 REQUEST FOR ASSISTANCE

In case of assistance, and prior to taking personal action, the Member or his/her representative shall call UNI.ASIA's twenty-four (24) hours Emergency Hotline and furnish details such as:

- His/her name, the vehicle registration number and NRIC number.
- The name of the place and if possible the telephone number where UNI.ASIA can reach the Member or his/her representative.

- c) A brief description of the emergency and the nature of the assistance required.

**EMERGENCY HOTLINE : 1-800-88-5005**

**4.2 CO-OPERATION WITH UNI.ASIA**

The Member shall cooperate with UNI.ASIA to enable UNI.ASIA to get all the original documents and receipts from relevant sources.

**4.3 LIMITATION ON ASSISTANCE CASES**

Any assistance cases with respect to an assistance event or claim shall be forfeited unless such claim is filed within fourteen (14) working days of the occurrence of such event.

**4.4 SPECIAL REQUEST**

Members who request for carrier or use of 'baby tyre' will be charged an additional of RM80.00 (RINGGIT MALAYSIA EIGHTY).

**4.5 CHARGES PER BILL**

Members will pay for towing according to towing bill and not kilometre (KM) in areas such as Penang, Langkawi, Labuan, Genting Highlands, Cameron Highlands and Fraser Hill and any other highlands (Example: If the bill is amounting to RM150.00, customers only need to pay RM50.00 as UNI.ASIA covers up to a maximum of RM100.00).

**SECTION 5 -- GENERAL EXCLUSIONS**

**5.1 Owner's Present**

Members must be at the site of incident for verification. UNI.ASIA reserves the right to deny the service if the Member of the vehicle is not available prior to towing.

**5.2** UNI.ASIA shall not be held responsible for the provision of the assistance services in respect of:

- a) Any person who drives the said vehicle who does not hold a valid license issued by the relevant authority.
- b) Vehicle modified for racing, trials or rallying or participating in such activities.
- c) Any call for assistance made by the Members on behalf of his/her relative(s) or friends(s) which their vehicles are not listed as UNI.ASIA Member.
- d) Vehicle number that does not tally with the number registered with UNI.ASIA, meaning the programme is only applicable to the registered vehicle and not the Member.
- e) Any expenses directly paid by the Member to any third party without prior authorisation from UNI.ASIA.
- f) Any vehicle carrying more passengers or towing greater weight than for which it was designed as stated in the manufacturer's specification or arising directly or indirectly from or out of the unreasonable driving of the vehicle on unsuitable terrain.
- g) Any Member who have failed to take all reasonable precautions to maintain his/her vehicle in an efficient roadworthy condition.
- h) Any vehicle left unattended for a period of a day (24 hours) or more which later culminate the problem of either the vehicle cannot be started due to weak battery, spoilt alternator, flat tyre or any other related cause.
- i) Mechanical breakdown due to lack of engine oil, petrol, water and/or frost damage. Upon request from the Member, UNI.ASIA may provide assistance for such incidences subject to payment by Members of all actual costs involved.
- j) Ignition key accidentally left and was locked from inside the said vehicle.
- k) Change of flat tyre will be entertained only when Member keeps a good spare tyre that is roadworthy.
- l) The Company shall not be liable for any vehicle assistance that is caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.
- m) Cost of services on accident case that are duly covered by a motor policy and against which a claim from the insurance company concerned is also being made or otherwise.
- n) Any accident, Mechanical breakdown, flat tyre and/or the said vehicle was immobilised on all the Malaysia Islands except Pulau Pinang, Langkawi and Labuan.
- o) Loss or damage directly or indirectly occasioned as a consequence of war, invasion, act of God, act of foreign enemies, hostilities whether war be declared or not, civil war, rebellion, insurrection, terrorism, military and usurped power, riot or commotion.
- p) Any members found intoxicated with alcohol, drugs or any other substances during service.
- q) UNI.ASIA GENERAL INSURANCE BERHAD will not be held responsible or be liable for the failure on the part of UNI.ASIA to render, provide or pay for the said benefits and entitlements to the Members as stipulated herein.
- r) **Kindly visit our website at [www.uniasia-general.com.my](http://www.uniasia-general.com.my) for the latest "AutoStar Towing & Motoring Assist Terms & Conditions".**