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**COMMERCIAL VEHICLE 365 PLAN TPFT ENDORSEMENT (NON-TARIFF)**

In consideration of the additional premium paid by **You** to **Us** for this **Endorsement**, the following benefits will be attached in addition to **Your** base motor insurance policy subject to terms and conditions as mentioned below.

**TABLE OF BENEFITS**

No	Benefit Schedule	Commercial Vehicle 365 Plan TPFT	
		Sum Insured	Conditions
Endorsement Codes		MCVTF001	
1	Accidental Death	Driver / Attendant	per person / per accident / per policy year
		RM50,000	
2	Permanent Disablement	Driver / Attendant	per person / per accident / per policy year
	a) Loss of use for both hands or both feet	RM50,000	
	b) Loss of use for sight of both eyes		
	c) Loss of use for one hand and one foot		
	d) Loss of use for sight of one eye and one hand or one foot		
	e) Loss of use for one hand or one foot	RM25,000	
	f) Loss of use for sight of one eye		
3	Medical Expenses due to accident	Driver / Attendant	per person / per accident / per policy year
		RM500	
4	Ambulance Fees	Driver / Attendant	per person / per accident / per policy year
		RM300	
5	Compassionate Allowance for Total Loss of Vehicle (CALV) / Theft	RM1,000	one occurrence / per policy year / per vehicle
6	Tools of Trade, trade stock or materials damaged in accident or stolen in vehicle		
7	Misfuelling	RM500	one occurrence / per policy year / per vehicle

**DEFINITIONS**

- Endorsement** refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic Policy.
- Hospital** means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having twenty-four (24) hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
- Medical Practitioner** means a physician qualified with a degree in Western Medicine who is legally licensed and duly qualified to practice medicine and surgery.
- Period of Insurance** means the specified insurance commencement date until its expiry date for the insurance coverage as stated in the Schedule.

**BENEFITS**

**1. ACCIDENTAL DEATH**

**We** will pay the benefits as per the Table of Benefits for bodily injury resulting in loss of life of the driver and/or one attendant due to an accident while travelling in **Your Vehicle** within twelve (12) calendar months from the date of accident.

This benefit provides coverage for up to two (2) persons (the driver and/or one attendant) per vehicle during any one (1) **Period of Insurance**.

This benefit is extended to cover **Your Vehicle's** owner twenty-four (24) hours a day worldwide irrespective of whether he or she is in **Your Vehicle** or not. If **Your Vehicle** is registered under association/corporation/company, **Your Vehicle's** owner may nominate a person to be covered under this extended coverage/benefit.

## 2. PERMANENT DISABLEMENT

We will pay the benefits as per the Table of Benefits for permanent disablement as a result of bodily injury to the driver and/or one attendant due to an accident while travelling in **Your Vehicle** within twelve (12) calendar months from the date of accident.

Table of Compensation

Description of Disablement Compensation	Compensation (Percentage (%) of Principal Sum Insured)
Loss of both hands or both feet	100
Loss of sight of both eyes	
Loss of one hand and one foot	
Loss of sight of one eye and one hand or one foot	
Loss of one hand or one foot	50
Loss of sight of one eye	

Permanent total loss of use of a part of a body shall be treated as a loss of the part of the body.

The aggregate of all percentages payable under permanent disablement benefit in respect of any one accident shall not exceed 100% of the principal sum insured as per Schedule for any one person.

In the event of a permanent disablement claim which subsequently resulting in death of the driver and/or one attendant in respect of the same accident, the total amount payable shall not exceed the principal sum insured of accidental death.

This benefit is extended to cover **Your Vehicle's** owner twenty-four (24) hours a day worldwide irrespective of whether he or she is in **Your Vehicle** or not. If **Your Vehicle** is registered under association/corporation/company, **Your Vehicle's** owner may nominate a person to be covered under this extended coverage/benefit.

This benefit provides coverage for up to two (2) persons (the driver and/or one attendant) per vehicle during any one (1) **Period of Insurance**.

## 3. MEDICAL EXPENSES

We will pay the actual expenses incurred up to the limit as per the Table of Benefits within fifty-two (52) weeks from the date of accident for treatment, hospital charges and nursing fees where the driver and/or one attendant shall require treatment by a **Medical Practitioner**, confinement in a **Hospital** or the employment of a licensed or graduate nurse due to accidental bodily injury while travelling in **Your Vehicle**.

This benefit provides coverage for up to two (2) persons (the driver and/or one attendant) per vehicle during any one (1) **Period of Insurance**.

## 4. AMBULANCE FEES

We will reimburse ambulance fees incurred up to the limit as per the Table of Benefits for transporting the driver and/or one attendant to and/or from the **Hospital** when necessary due to accidental bodily injury while travelling in **Your Vehicle**.

## 5. COMPASSIONATE ALLOWANCE FOR TOTAL LOSS OF VEHICLE (CALV) / THEFT

We will pay an amount equivalent to 10% of **Your Vehicle's** sum insured up to the sum as per the Table of Benefits in the event **Your Vehicle** is declared as total loss ('beyond economical repair') or stolen and such claim is paid under Section A of the Policy.

This benefit will only be payable if **Your Vehicle** cannot be found / recovered within 21 days from the date of loss.

## 6. TOOLS OF TRADE, TRADE STOCK OR MATERIALS DAMAGED IN ACCIDENT OR STOLEN IN VEHICLE

We will pay for the loss or damage to the tools of trade, trade stock and material as a result of an accident involving **Your Vehicle**, for the following:

- tools of trade, trade stock or materials that are stolen via forcible and violent entry to the securely locked vehicle and/or tool box, permanently fixed to **Your Vehicle**; or
- tools of trade, trade stock or materials that are damaged as a result of a collision to **Your Vehicle**.

Jewelry, items made of precious metals such as gold, silver and glassware are excluded from this benefit.

Trade stock and materials refers to:

- raw materials and components – ready to use in production
- work in progress – stocks of unfinished goods in production
- finished goods ready for sale
- consumables – fuel, stationery, fertilizer, etc.

A police report which includes the details of the event and losses suffered by the – the driver and/or one attendant is required when making a claim. A police report must be lodged within twenty-four (24) hours from the time of the incident except for reasons acceptable to **Us**.

## 7. MISFUELLING

**We** will pay the cost of the following up to the limit as per the Table of Benefits in the event of misfuelling of gasoline / fuel (petrol / diesel):

- a) draining and flushing **Your Vehicle's** fuel tank on site using a specialist roadside vehicle; or
- b) recovery of **Your Vehicle**, to the nearest **Repairer** to drain and flush the fuel tank.

This benefit shall not cover the following:

- mechanical or component damage to **Your Vehicle** whether or not caused as a result of misfuelling.
- any claim for misfuelling occurring within 14 days of the start date of the Policy (except where the Policy has renewed with **Us**).
- any fuel required to replenish the fuel tank after draining and flushing out of the contaminated fuel.
- any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- any expenses that are not supported by original receipts or a written report from the specialist who drained or recovered the fuel tank in **Your Vehicle**.
- loss of use of **Your Vehicle** due to misfuelling.

## SPECIAL PROVISIONS

1. Any claim under the benefits for this **Endorsement** shall not affect the NCD entitlement and no Excess will apply. Reinstatement is not allowed for the benefits provided.
2. This **Endorsement** does not provide coverage under any of the following circumstances for benefit 1 and 2:
  - (a) 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 or sickness; or
    - (iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this **Endorsement** and performed within the time provided in this **Endorsement**)
  - (b) Any bodily injury which shall result in hernia.
  - (c) Suicide or any other attempt thereat (sane or insane).
  - (d) 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 **Us**, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.
  - (e) Loss occasioned while the commercial vehicle is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade.
  - (f) The driver does not hold a valid driver's license to drive the automobile or is not qualified for holding or obtaining such a valid driver's license under the regulations of the Malaysia Road Transport Department.
  - (g) The vehicle is used for illegal business pursuit as an unlicensed common carrier.
  - (h) Child birth, miscarriage, abortion or pregnancy unless caused solely and directly by accidental means to the driver and / or attendant while driving, riding, alighting or boarding from **Your Vehicle**.
  - (i) The driver is under the influence of intoxicating liquor, alcohol or drugs.

If **You** are not satisfied with the course of action taken by **Us** or decision made by **Us**, **You** may seek recourse through **Our** Complaints Management Unit and alternatively, may seek redress or assistance from the Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) as stated in **Your** base motor policy.