

- 97 Jalan Harimau Tarum, Taman Abad 80250 Johor Bahru Johor
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Terms and Conditions

Terms of Use

WHEREAS the Member described in the TERMS AND CONDITIONS hereto (hereinafter referred to as "the Member") by a proposal and declaration (dated as stated in the said INVOICE) which shall be the basis of this contract and is deemed to be incorporated herein has applied to Sin Mah Bike Towing Services Sdn Bhd (1529683-P) (hereinafter called "the Company") for the services hereinafter contained and has paid or agreed to pay the premium stated in the said INVOICE as consideration for such SERVICES.

Notwithstanding any provision in these TERMS AND CONDITIONS, the above basis of contract shall not apply to the Member who is an individual entering into, varying, or renewing the contract of membership wholly for purposes unrelated to the Member's trade, business, or profession.

NOW THIS TERMS AND CONDITIONS WITNESSETH that if at any time during the Period of Service stated in the Invoice hereto, the Member as described in the member card or rider, with the permission of the Member, is riding, boarding, or alighting from the motorcycle described in the member card (hereinafter referred to as "the Member's Motorcycle") and shall sustain injuries caused solely and directly by accidental means, then the Company's appointed Insurance Company Allianz Malaysia Berhad shall pay the sum or sums of money specified in the Policy Schedule of the appointed Insurance Company and in accordance to the benefits herein, subject always to the terms, exclusions, provisions, and conditions hereinafter contained.

General Exclusions

This SERVICE does not provide coverage under the following circumstances:

- Services not organized or pre-approved directly by the Company or any breach of TERMS AND CONDITIONS.
- 2. Service provision outside the territorial limits stated.
- 3. While the Member's Motorcycle is used for hire, racing, road rally, pacemaking, speed-testing, or for any purpose in connection with motor trade.
- 4. Member/rider does not hold a valid motorbike license to ride the Member's Motorcycle or is not qualified for holding or obtaining a valid motorbike license under the regulations of the Malaysian Road Transport Department, Singapore Road Transport Department, or Court of Law.
- 5. While the Member's Motorcycle is used for illegal business pursuit as an unlicensed common carrier.
- The Member being under the influence of drugs or other substances of abuse other than
 those prescribed by a Medical Practitioner, but not when prescribed for the treatment of
 drug addiction.
- 7. While committing or attempting to commit any unlawful act.



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- 8. Damage to all body parts of the Member's Motorcycle.
- 9. Any form of wear and tear or damage to the Member's Motorcycle.
- 10. Any other damages to the Member's Motorcycle, other than directly caused by flood.
- 11. When the bike keys are not available.
- 12. When there is no mechanical part in the Member's Motorcycle, such as no engine or transmission.
- 13. Towing of a Member's Motorcycle for the purpose of disposing of the motorcycle.
- 14. Towing of a Member's Motorcycle for the purpose of transferring the vehicle from one workshop to another.
- 15. No valid road tax disc, Autopass Card on the Member's Motorcycle.
- Towing a stolen Member's Motorcycle which has been discovered or abandoned or due to vandalism.
- 17. Member's Motorcycle that has been dismantled fully or partly in a workshop.
- 18. Towing a Member's Motorcycle which registration number does not match with the number registered with the Company or its service provider.
- 19. If the Member's Motorcycle suffers a mechanical breakdown and is immobilized on an unpaved road surface or on a road that is not a gazetted road of Malaysia or Singapore Road System.
- 20. If the Member's Motorcycle requires the use of any additional special equipment during the retrieval of the motorcycle.
- 21. If, upon investigation, it is discovered that the Member's motorcycle was already damaged before joining the membership or that the Member joined the membership solely to utilize the free towing service or free rental bike services, we will not provide the free towing service and free rental bike service.

The above exclusions shall not be affected by any endorsement(s) which do not specifically refer to it, in whole or in part.

Benefits of RidersRUNSGD

Motorcycle Breakdown and Accident Assistance

This TERMS AND CONDITIONS entitle the Member to twenty-four (24) hours a day, three hundred sixty-five (365) days a year, between and within Johor Bahru and Singapore. The services will only be rendered to the Member's Motorcycle (Registration No.) specified in the member card in the event of a breakdown to the Member's Motorcycle during the Period of Service. The Member of the Member's Motorcycle must call the 24 Hours hotline +6016-7635777 to request for the services below.



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24-Hour Emergency Towing and Repatriation Services (Between and Within Johor Bahru and Singapore)

If the Member's Motorcycle breaks down and the repair cost exceeds RM50.00 or SGD50.00 or it is not possible to repair the Member's Motorcycle on the site, the Company or its service provider will assist to tow the Member's Motorcycle with flexibility as to where the member wants the motorcycle towed, either back to the rider's home or to the rider's preferred workshop (between and within Johor Bahru and Singapore). The Member/rider will only be charged additional towing costs if the trip exceeds the Johor Bahru area. Additional cost of towing is approximately RM3 per km. However, the cost of towing can be changed according to prevailing market rates.

Territorial Limits

The twenty-four (24) hours emergency towing services shall be made available in the event the Member's Motorcycle is immobilized anywhere in Mainland Singapore excluding the islands, Johor Bahru up to Kulai, Masai, Pontian, and Nusajaya via Woodlands Causeway or Tuas Second Link. In this condition, with a valid and sufficient value's Autopass Card/Cash Card, valid Member's Motorcycle Registration Card.

The repatriation of Member's Motorcycle may take a few hours to the rider's preferred workshop in Johor Bahru on a first come first serve basis. This service is categorized as follows:

- Towing assist within Singapore.
- Towing assist within Johor Bahru.
- Towing assist from Singapore to Johor Bahru.
- Towing Assist from Johor Bahru to Singapore.

Accident Scene Recovery and Claim Support Services (Between and Within Johor Bahru and Singapore)

If the Member's Motorcycle meets an accident in Singapore or Johor Bahru, the Rider must notify the Company as soon as possible to prevent unwanted losses. The Company or its service provider will assist and advise on the procedure of accident claims and recovery, which include Member's motorcycle towing, accident report filing, rider/pillion rider bodily injuries recovery, and motorcycle repair services. The Company will arrive at the accident scene in Johor Bahru within an hour (*depending on the traffic and weather). The Company is not responsible for towing the motorcycle in bad weather.

The Company will be able to provide the best support and advice on the Member's claim whatever the cause. The Member has the right to refuse the support.



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Accident Medical and Emergency Messaging Assistance

In the event of a breakdown involving the Member's Motorcycle and should the Member/rider and/or pillion rider need to arrange an ambulance repatriation assist, in condition which the rider medical expenses are not covered by the Company, or no letter of guarantee from the Company to the hospital, and Rider does not have any life or medical insurance, the Company or its service provider shall refer and arrange an ambulance to repatriate the Rider.

In the event of an emergency following a breakdown or accident involving the Member's motorcycle, upon request from the Member, the Company or its service provider shall endeavor to keep the Member/rider's next of kin informed of the Member's whereabouts. This benefit is only applicable for the Member with registered next of kin.

Motorcycle Rental Service

In the event of a breakdown or accident involving the Member's Motorcycle and should the Member require a Motorcycle for daily work usage, the Company and its service provider do provide Motorcycle Rental Service with free of charge for the first day after the accident, and starting price by daily, weekly or monthly basis in condition the Member is not a Singaporean or Singapore permanent resident, and the Member signs and agrees to the Terms and Conditions and Rental Agreement provided by the Company or its service provider.

Conditions

- The TERMS AND CONDITIONS shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of these TERMS AND CONDITIONS shall bear such meaning wherever it may appear.
- 2. The Member's Motorcycle must be under a Private Comprehensive Motorcycle TERMS AND CONDITIONS to be eligible for the benefits and services.
- 3. The due observance and fulfillment of the terms and conditions of these TERMS AND CONDITIONS insofar as they relate to anything to be done or not to be done by the Member or his/her legal personal representative shall be conditions precedent to any liability of the Company to make any payment under these TERMS AND CONDITIONS.
- 4. All notices required to be given by the Member to the Company must be in writing addressed to our representative or service provider and no alteration in the terms of these TERMS AND CONDITIONS or any endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Company.



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- 5. Subject to the relevant duty of disclosure of the Member, if the proposal or declaration of the Member is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if these TERMS AND CONDITIONS shall have been obtained through any misstatement, misrepresentation or suppression or if the claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then in any of these cases these TERMS AND CONDITIONS may be avoided, claim denied or reduced, terms changed or varied, or contract terminated.
- 6. Upon the happening of an accident likely to give rise to a claim under these TERMS AND CONDITIONS, the Member shall within fourteen (14) days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.
- 7. The Member (or the Member's legal personal representatives) shall at the expense of the Member furnish to the Company all such certificates, information, and evidence as may be required by the Company and the Member shall whenever reasonably required to do so submit to a medical examination on behalf of the Company.
- The Company shall at any time by giving two (2) days' notice to the Member by phone
 call or WhatsApp at the Member's registered contact number as last known to the
 Company, be at liberty to terminate and cancel this Services with NO REFUND OF
 MEMBER FEES.
- 9. The ownership of membership is not transferable.
- 10. All member fees are non-refundable.
- All member fees shall be paid in Ringgit Malaysia.
- 12. The Member shall give immediate notice to the Company of any change in his/her name, residence, and contact number.
- 13. The Company reserves the right to amend the terms and conditions and such alteration of these Terms and Conditions shall only be valid if authorized by the Company and endorsed hereon from our Facebook or Website.
- 14. Membership will take effect after 14 days of joining .