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TOWING OPERATION RULES (PERAK EDITION) **(01 – 03 – 2009)**

This Towing Operation Rules (Perak Edition) contains terms and conditions that a member workshop agrees to comply with in order to participate in the Nationwide Towing Scheme jointly managed by the Federation of Automobile Workshop Owners' Association of Malaysia [FAWOAM] and its affiliate, the Perak Automobile Workshop Owners' Association [PAWOA].

A member workshop and/or its appointed contractor operator, by agreeing to participate in the program, does not establish a contractual relationship with the FAWOAM and/or PAWOA and is not acting as an agent for the FAWOAM and/or PAWOA when performing services under the Nationwide Towing Scheme.

RULES

1.0 AREAS OF OPERATIONS (WHOLE OF PERAK)

1.1 ALONG THE PLUS NORTH-SOUTH HIGHWAY (from Bandar Baru through to Tanjung Malim)

1.2 CITY/TOWN AREAS (Municipalities/Towns & Federal Routes Within the State of Perak)

2.0 PROCEDURES

2.1 ALONG THE PLUS NORTH-SOUTH HIGHWAY

- 2.1.1 First Come First Tow: first at the scene to choose TWO vehicles, thereafter "on queue" basic.
- 2.1.2 Accident Scene Marker: from center of scene – 100 M.
- 2.1.3 Counter: Either a Callman Car or a Tow Truck.
- 2.1.4 Tow truck must be equipped with NTS Equipment like First Aid Box, Safety Cones, Hand Blinkers, Beacon Lamp, painted Amber Color
- 2.1.5 Callman Car must be clean and roadworthy lined on BOTH sides with a 6 inches height Amber Stripe longitude from front fender to rear quarter panel ; a PAWOA Membership Sticker affixed on the left hand side of the front windscreen; must be equipped with First Aid Box, Hand Blinker, Safety Cone and a Detachable Amber Color Beacon Lamp
(WORKSHOP PROPRIETOR'S OR DIRECTOR'S VEHICLE WILL ONLY BE EXEMPTED FROM PAINTING AMBER COLOR STRIPES BUT MANDATORY TO HAVE ALL THE NTS EQUIPMENT MENTIONED HEREIN.)
- 2.1.6 All Personnel (Tow Truck Drivers, Callman and Workshop Proprietors or Directors) must be properly attired with FAWOAM Safety Vest and Long Pants with proper shoes, and must Carry FAWOAM Authority ID Cards

- 2.1.7 During highway operation the travelling flow of the first arrived tow truck must be in the same travelling flow of the accident vehicles. Any tow truck travelling on the opposite traffic flow direction of the scene will not be considered as “first arrived” tow truck irrespective of when it reach the scene.

2.2 TOWN/CITY AREAS

- 2.2.1. First Come First Tow: first at the scene to choose ONE vehicle, thereafter “on queue” basic.
- 2.2.2. Counter: Tow Truck (within Ipoh Traffic Police control area and inclusive of Batu Gajah and Parit; Outside these areas, Callman Cars can be used as Counter)
- 2.2.3. Tow Truck must be equipped with NTS Equipment.
- 2.2.4. Tow Trucks drivers must be attired with Safety Vest with Long Pants and Proper Shoes; and must carry FAWOAM Authority ID Cards.
- 2.2.5. Should a first-to-reach Tow Truck arrives at an accident scene with another vehicle in-tow the first-to-reach Tow Truck will NOT consider as First tow truck in the “First Come First Tow” arrangement

3.0 OPERATION MANAGEMENT & COSTS

3.1 CONSENT OF CAR OWNERS

- 3.1.1. All cars towed must be with Owners’/Drivers’ consent with the “Authority To Tow” form properly signed.
- 3.1.2. For cases of incapacitated Driver/Owner in case of an accident, the tow truck driver shall tow the vehicle to the nearest Police Station
- 3.1.3 Towing Charges for Accident-Damaged Vehicles

TOWN/ CITY:

For the FIRST 20 km during DAYTIME : RM 80.00 , & RM1.00 per Km for the subsequent distance.

For the FIRST 20 km during NIGHTTIME: RM120.00, & RM1.50 per Km for the subsequent distance.

PLUS HIGHWAY (Road Toll NOT INCLUDED):

For the FIRST 20 km during DAYTIME: RM120.00, & RM1.50 per Km for the subsequent distance.

For the FIRST 20 km during NIGHTTIME: RM160.00, & RM2.00 per Km for the subsequent distance.

This will be payable either by the Car Owner or the eventual Workshop whom the Car Owner may have assigned to repair; and the “First Come First Tow” tow truck must have towed the vehicle to the police station as request by the Car Owner or the assigned Workshop.

3.1.4 Towing / Carriage Charges for BREAKDOWN Vehicles:

TOW TRUCK Charges:

TOWN/ CITY:

For the FIRST 20 km during day-time : RM 50.00 , & RM1.00 per Km for the subsequent distance.

For the FIRST 20 km during night-time: RM70.00, & RM1.50 per Km for the subsequent distance.

HIGHWAY (Road Toll NOT INCLUDED):

For the FIRST 20 km during daytime:RM60.00, & RM1.50 per Km for the subsequent distance.

For the FIRST 20 km during daytime:RM80.00, & RM2.00 per Km for the subsequent distance.

CAR CARRIAGE Charges:

TOWN/ CITY:

For the FIRST 20 km during day-time : RM 70.00 , & RM1.00 per Km for the subsequent distance.

For the FIRST 20 km during night-time: RM90.00, & RM1.50 per Km for the subsequent distance.

HIGHWAY (Road Toll NOT INCLUDED):

For the FIRST 20 km during daytime:RM80.00, & RM1.50 per Km for the subsequent distance.

For the FIRST 20 km during daytime:RM100.00, & RM2.00 per Km for the subsequent distance.

3.2 OPPORTUNITY TO “FIRST ARRIVED TOW TRUCK”

- 3.2.1. If the Car Owner refuses the service of the “first arrived” Tow Truck as he may have his own Workshop Service Provider, the “first arrived” tow truck is allowed to make his effort to pitch and close his sales. However, upon the arrival of the Car Owner requested Workshop Service Provider at the scene, and yet the Car Owner refuses to accept the “first arrived” tow truck offer, the “first arrived” tow truck must leave the scene UNLESS Clause 3.2.2 applies. (The 15 minutes allowable time is no longer applicable).
- 3.2.2 To promote goodwill, the Workshop Service Provider, with the consent of the Car Owner may offer the first arrived tow truck the opportunity to tow the vehicle to the nearest Police Station or the Workshop Service Provider’s workshop and pay him the towing fee as stated in 3.1.3.
- 3.2.3 However, should the “first arrived” tow truck driver decline or not willing to provide any tow services to the Workshop Services Provider as exercised under clause 3.2.2 then the Workshop Service Provider is not required to pay any fees to “first arrived” tow truck as no service was granted.
- 3.2.4 In the event the Car Owner refuses his consent for Workshop Service Provider to exercise clause 3.2.2 and with the first arrived workshop willingness to accept the Workshop Service Provider offer under clause 3.2.2 then the Workshop Service Provider is required to provide the first arrived tow truck a token service fee of RM30.00 which will not be recoverable from the Car Owner.

3.3 COLLECTION OF CARS FOR REPAIRS

Members are NOT TO POACH for cars that have been towed into the Workshops. If a Car Owner chooses to have his car repaired at a Second Workshop the following rules on handling and its costs will apply.

3.3.1 WITHIN 48 HOURS from time of accident

- 3.3.1.1 Pay the Towing Fees of RM80 / RM120(Town/City Area) or RM120 / RM160 (Highway).**
- 3.3.1.2 Pay Attendance/Service charges for incident management and additional tow truck fee if a second unit is used to recover the vehicle PROVIDED that the photographs of accident scene are provided to shown as such.**
- 3.3.1.3 The maximum TOTAL amount payable by the Second Workshop under 3.3.1 should not exceed RM250 to the First Workshop which will includes towing and other incidental charges (but, excludes Police Documentations)**

3.3.2 AFTER 48 HOURS from time of accident.

- 3.3.2.1 Pay the Towing Fees of RM80 / RM120 (Town/City Area) or RM120 / RM160 (Highway).
Pay Attendance/Service charges for craneage Fees or additional tow truck fees if a second unit is used to recover the vehicle PROVIDED THAT photographs of accident scene are provided to show as such.**
- 3.3.2.2 Pay Storage Charges (RM6/RM10) per day.**

3.3.3 IF CAR OWNER HAS CONSENTED AND CLAIM FORM HAS BEEN SIGNED, WITH THE FOLLOWING DOCUMENTS GIVEN FOR PROCESSING:

- 3.3.3.1 JPJ Registration Card;**
- 3.3.3.2 Insurance Policy and/or Cover Note;**
- 3.3.3.3 Owner's / Driver's Identity Cards and Driving License;**
- 3.3.3.4 Hire Purchase Agreement (if applicable)**

For Member Workshops:

The Collecting Workshop is liable to pay all charges mentioned in clause 3.3.2. PLUS a lump sum fee of RM1,500.00 which is inclusive of the estimation fees; whereupon that the First Workshop will keep the RM1,000.00, with the balance RM500.00 donated to the PAWOA Charity Bank Account whereby such accumulated funds will be donated to charity causes approved by the Management Committee at its annual anniversary function

For Non-Member Workshop (Franchise Workshop included):

The Collecting Workshop is liable to pay all charges mentioned in clause 3.3.2 PLUS a lump sum of RM500.00 which is inclusive of the estimation fees.

3.3.4 ACCIDENT VEHICLE COVERED BY THIRD PARTY INSURANCE POLICY

- 3.3.4.1** If the accident vehicle is covered by a Third Party Policy, all the charges stated in clause 3.2.2 will not be applicable and only the towing charges incurred will be chargeable PROVIDED ALWAYS THAT the Second Workshop must show Proof of Third Party Coverage by providing a copy of the Third Party Insurance Policy / Cover Note to the First Workshop.
- 3.3.4.2** In the event that the accident vehicle was subsequently found NOT to be under a Third Party Insurance Coverage, the Second Workshop will have to reimburse the First Workshop a sum THREE times that provided for under clause 3.3.3.

PLEASE NOTE :

- a) **ALL THE ABOVE CHARGES ARE TO BE PAID BY “SECOND” WORKSHOP**
[Workshop should not use this “MOU” among members to coerce or influence Car Owner to PAY or to “muscle” fellow Workshop to release Vehicle]
- b) **IF NEED TO RECOVER FROM CAR OWNER, ONLY THE TOWING (plus CRANAGE FEES if incurred) AND STORAGE CHARGES ARE RECOVERABLE**
[It is assumed here that the Second Workshop is taking the car from the First Workshop knows and has to accept this “MOU” element. The extra costs has to be bore by the second Workshop]
- c) **ALL TRANSACTIONS MUST BE ACKNOWLEDGED WITH OFFICIAL RECEIPTS BY THE “FIRST WORKSHOP”**
[Such practices will ensure transparency and easy of reference in case of disputes or complaints]
- d) **IF SUBSEQUENTLY IT IS FOUND THAT THE SECOND WORKSHOP HAS USED THE “CUSTOMER-TO-COME” APPROACH TO INFLUENCE OR COERCE THE FIRST WORKSHOP TO RELEASE THE CAR, THE SECOND WORKSHOP WILL HAVE TO PAY “TRIPLE” THE CHARGES PROVIDED FOR IN CLAUSES AND SUB-CLAUSES OF 3.3 WHEREVER APPLICABLE TO THE FIRST WORKSHOP.**
[At all counts, Second Workshop intending to repair the car must be Professional and ethical not to use the “Customer To Come” approach to avoid the terms of our “MOU”. You want the business, you must bear this cost]

4.0 TOTAL LOSS VEHICLES STORAGE & HANDLING

4.1 Storage Charges

- 4.1.1** All Total Loss vehicles stored at members’ workshops by Insurers will incur storage charges as follows:
- | | |
|----------------|--------------------------------------|
| Passenger car: | RM6.00 per day for Open Storage; |
| | RM10.00 per day for Covered Storage. |
| Trucks: | RM15.00 per day for Open Storage |
| | RM25.00 per day for Covered Storage |

- 4.1.2 The above storage charges will become chargeable 14 days from the Date of Advice the Total Loss status by the Workshop PROVIDED at all times the Workshop must have notify in writing within 7 days from the date of the total loss status by either the Loss Adjuster and/or Insurers.
- 4.1.3 Workshop handling and storing total loss vehicles must ensure the “as where it is” condition of the totaled vehicles; and to ensure that the totaled vehicle is “complete and wholesome” where the original accident damage photographs of these vehicles must be available. Any missing or removed parts must be accountable and documented and will be discounted at the prevailing Used market prices against the storage charges where applicable PROVIDED ALWAYS THAT the Workshop is NOT liable for damages due to wear and tear as a result of corrosion and / or weather conditioning

4.2 Collection of Total Loss Vehicles

- 4.2.1 Buyers of total loss cars or wrecks in collection of them must abide by the working hours of member workshops as mentioned in clause 6.0.
- 4.2.2 Fees collectible from Buyers will include:-
 - a) ACTUAL TOWING FEES
(With crantage fees, if incurred, at cost)
 - b) ATTENDING FEE
(Maximum amount RM100)
 - c) STORAGE CHARGES
(calculated from Day 15 from date of accident)
 - d) PUSPAKOM INSPECTION & HANDLING FEES
(if incurred, and maximum amount of RM300)

[Members to take note that when they purchase “Total Loss Wrecks” they have to observe this ruling. Member Workshop holding “Total Loss Wrecks” may waive or charge such attending fees, storage charges and Puspakom inspection and handling fees ruling at their discretion, but CANNOT charge anything greater than the recommended CHARGES.]

ALL COLLECTIONS MUST BE ACKNOWLEDGED WITH OFFICIAL RECEIPTS WITH DETAILED BREAKDOWN OF CHARGES.

5.0 COLLECTION OF CARS BY OUTSTATION WORKSHOPS

5.1 FOR REPAIRABLE ACCIDENT DAMAGED VEHICLES

For outstation Workshops collecting accident damaged vehicle, the following will apply:-

- 5.1.1 IF WITHIN 72 HOURS, a flat rate of RM500.00 will be imposed
- 5.1.2 IF AFTER 72 HOURS, a flat rate of RM500.00 plus Storage Charges (RM6/RM10 per day) will be charged.
- 5.1.3 IF AFTER 72 HOURS AND CLAIM FORM SIGNED WITH ALL MV DOCUMENTS GIVEN, a flat rate of RM1,500.00 plus the Storage Charges (RM6/RM10 per day) will be charged.
[Under this circumstance, the “First” Workshop must provide all given MV documents, Police Reports and prepared Estimates in MRC-format to the “Collecting” Workshop].

5.2 FOR TOTAL LOSS VEHICLES

The Rules governing the State arrangement will be applied.

6.0 OPERATION HOURS FOR RULES

6.1 FOR TOW FEES CALCULATIONS

DAYTIME	-	07:00 am – 06:59 pm
NIGHTTIME	-	07:00 pm – 06:59 am

6.2 FOR RELEASE OF VEHICLES

OFFICE HOURS: 09:00 am to 05:00 pm (MON – FRI)
09:00 am to 01:00 pm (SAT)

CLOSED: a) SUNDAY
b) GAZETTED PUBLIC HOLIDAYS
c) FIRST 6 DAYS OF CHINESE NEW YEAR

7.0 CRITERIA FOR RECOMMENDATION TO FAWOAM FOR ISSUANCE OF FAWOAM AUTHORITY CARD

7.1 TOW TRUCK DRIVERS/CALLMEN

- 7.1.1 Personnel must be bona fide members' employees or appointed Contractors
- 7.1.2 Must be a Malaysian of good character
- 7.1.3 Must be properly attired – Long Pants/Collar Shirt/Shoes

7.2 TOW TRUCKS

- 7.2.1 All tow trucks must be JPJ licensed and registered
- 7.2.2 Tow trucks must be sprayed with Amber Colour
- 7.2.3 Tow trucks must be affixed with the "PAWOA Member" identity sticker at the left hand side of the front windscreen
- 7.2.4 Tow trucks must be equipped with the NTS Equipment as provided for in clause 2.1.4

7.3 CALLMAN CARS

- 7.3.1 All Callman cars must be JPJ licensed and registered
- 7.3.2 Callman cars must be roadworthy and clean
- 7.3.3 Callman cars must be affixed with the "PAWOA Member" identity sticker at the left hand side of the front windscreen
- 7.3.4 Callman cars must be affixed with a 6 inches height "Amber" colour longitude stripe full length (from front fender panel to rear quarter panel) along BOTH side of the cars
- 7.3.5 Should a Callman car with Amber as its base colour, a BLACK stripe similar in form and size will be used
- 7.3.6 Callman cars must be equipped with the NTS Equipment consisting of the First Aid Box, Hand Blinker, Magnetic Amber Color Beacon Lamp and Safety Cones
- 7.3.7 A member workshop Proprietor's or Director's car attending to an accident case will be governed by ALL sub-rules of 7.3, except for Rules 7.3.4 and 7.3.5, PROVIDED that the car is driven by the Proprietor or Director with the FAWOAM ID Authority Card

7.4 APPOINTED CONTRACTORS (NON-MEMBER)

- 7.4.1** Appointed Contractor must have written Agreement with Member Workshop
- 7.4.2** Joint Undertakings by Appointing Workshop & Contractor must be provided to PAWOA/FAWOAM
- 7.4.3** Limited to 2 Contractors with Maximum 2 Tow Trucks and/1 Callman per Contractor per Member Workshop
- 7.4.4** Contractor must provide Letter Of Undertaking for each and every Tow Truck driver and/or Callman

7.5 APPOINTED CONTRACTORS (MEMBER)

(This also covers the situation where those members who do not have panel workshop status of towed cars)

7.5.1 BODYSHOP

Those involved in Collision Repairs must have the basic Bodyshop Equipment, consisting of:

- 7.4.1.1** Oxy-Acetylene Set
- 7.4.1.2** Manual Pull Frame/Bench
- 7.4.1.3** Panel Beating Tools
- 7.4.1.4** Spraying Painting Tools

7.5.2 MECHANICAL REPAIR SHOP

Those members that do not operate a Bodyshop, but only a Mechanical Services Repair Shop with Tow Trucks ownerships will subject to the terms similar to those applicable to the Appointed Contractor (Non-Member) under clause 7.3, EXCEPT that he is exempted from the Letter of Undertaking requirements.

7.6 TOW TRUCK & CALLMAN CARDS CHARGES

- 7.6.1** The numbers of the tow truck & callman cards issue to each eligible member workshop will be limited to 50 pieces.
- 7.6.2** The processing fee for each card for each Applicant who is a bona fide employee of the member workshop will be RM20.00;
- 7.6.3** The processing fee for each card for each Applicant who are NOT a bona fide employee of the member workshop will be RM40.00;
- 7.6.4** For the purpose of definition, “bona fide employee” means an individual person who is under the payroll of the member workshop, and who is provided with the EPF and SOCSO benefits

7.7 APPLICATION FOR TOW TRUCK & CALLMAN CARD PROCEDURES

For new and renewal applicant, please adhere to the following:-

- 7.7.1.** Fill up the FAWOAM official application form (Appendix II) where member's & applicant's signatures are mandatory.
- 7.7.2.** Attach together with 2 IC-size photos (as per Appendix 1)
- 7.7.3.** Attach a copy of an applicant's Identity Registration Card
- 7.7.4.** Attach a copy of an applicant's valid Driving License
(For tow truck, provide together a copy of valid PDL License)

- 7.7.5. Attach a copy of JPJ Card for the car nominated for used in the towing operation;
- 7.7.6 If the nominated car used for the towing operation does not belong to the applicant, a Consent Letter (as per Appendix III) duly signed by the actual car owner and endorsed by the Workshop employing the applicant must be attached
- 7.7.7. If the applicant is the Owner / Director of the Workshop, provide a copy of Form 49 & Borang B.
(A maximum of 2 Cards for Owner / Director are issued to a Workshop)
- 7.7.8. As for renewal applicant, the old card must be returned for collection.
- 7.7.9. All the members applying for the tow truck and callman card must ensure that their membership fees / debt with the association are settled. Failing to do so, the association has the right to reject the applications.
- 7.7.10. If the cardholder has resigned from the said member Workshop, a copy of the resignation letter and the original card must be returned to the association for record updating. Failing to do so, will result in the applicants barred from future applications.
- 7.7.11. Any cardholder who has resigned from a Workshop, and seek to work for a second Workshop, will only be re-issued with another card for the Second Workshop after the grace period of 3 months, starting from the date of the resignation. If the applicant concern does not follow the procedure stated in the 7.6.10., then the association has the right to reject the application.
- 7.7.12. Each tow truck driver or callman can only possess one card at anytime.
- 7.7.13. Every tow truck or callman car can only be eligible for one driver applicant only.
- 7.7.14. As for Callman applicant, please provide 2 photographs (front & side view) of the nominated car used for the towing operation, together with the Callman applicant standing by the side of the nominated car with the stripe (as required under clause 7.3.4.or 7.3.5) clearly shown (Appendix I). Failing to do so, the association reserves the right to reject the application

7.8 ENFORCEMENT

The Insurance Subcommittee is empowered to form a Taskforce to implement, enforce and investigate those cardholders who use fake cards or not following or abusing the Towing Operation Rules.

- 7.8.1. If any members' employees or sub-contractors are caught for using fake cards, a penalty of RM2,000.00 will be imposed on each fake card; and the fake cardholder will be permanently suspended.
- 7.8.2 If the member continuously commits the same act, the association will permanently cease issuing cards to the said member.
- 7.8.3 If the callman vehicle does not comply with the requirement rules, the association has the right to retract the cards until the vehicle has fulfilled the requirements.

8.0 SECURITY BOND & UNDERTAKING

- 8.1.1 All member workshop choosing the to join the NTS Scheme must provide a Letter Of Undertaking. The Letter of Undertaking is for the Due Performance and observation of the Tow Rules.
- 8.1.2 Apart from the Letter of Undertaking, the Association reserves the right to imposed monetary deposits as Security Bond whenever deem necessary.

9.0 TRIBUNAL

- 9.1.1 The Association is empowered to setup a Tribunal committee consisting of any one of the Association's Legal Advisor; an Honorary Advisor and 3 current Committees to be appointed by the Chairman in consultation with the Insurance Sub-Committee to resolve any grievances and complaints.**
- 9.1.2 The Tribunal is empowered to investigate any complaints or disputes; and to request parties to any complaints or disputes to a hearing, if necessary.**
- 9.1.3 The Tribunal is empowered to enforce the provision of the Towing Operation Rules and to resolve and settle any complaints/disputes at the tribunal level.**
- 9.1.4 The Tribunal decision is enforceable upon the members.**
- 9.1.5 Any member who are not satisfy with the Tribunal decision will have the right to appeal to the Management Committee in writing within two weeks from the date of the Tribunal decision.**
- 9.1.6 The Management Committee will review the decisions and make the necessary order of which the decision of the Management Committee will be final.**
- 9.1.7 Any actions relating to disciplinary matters will be recommended and refer to the Disciplinary Committee by the Tribunal.**

10.0 COMPLAINTS

- 10.1.1 All complaint must be submitted in written format and together with the necessary supporting documents. (You may use the member Complaint form as provided in the Appendix IV)**
- 10.1.2 Each compliant must be accompanied with RM100.00 as filing fee from the Complaining party.**
- 10.1.3 The Responding party upon being notified by the Association is mandatory required to response in writing (to the compliant against him) together with the necessary documents and a filing fee of RM100.00;**
- 10.1.4 If the matter is resolved by the Tribunal or the Management Committee if an appeal has been made, the filing fee of the "at fault" party will be forfeited, while the "no-fault" party will be refunded with his RM100.00 filing fee.**

