

AutoWise

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Great Eastern General Insurance Limited (hereinafter called the Company) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the Terms Exceptions and Conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

IMPORTANT NOTICE

The insurance cover provided under this Policy is based on the information the Proposer has provided to Us.

Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise no benefit may be received from this Policy.

You are also requested to read this Policy. If any error or misdescription is found, the Policy should be returned to the issuing office for correction.

SECTION 1 – INSURANCE ON THE MOTOR VEHICLE

1. Loss or Damage

The Company will indemnify the Insured against accidental loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon arising anywhere within the Geographical Area or whilst in transit by direct sea route across the straits between the island of Penang and the mainland or across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johor.

At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's Estimate of Market Value stated in the Schedule.

2. Replacement Parts

In the event of loss of or damage to the Motor Vehicle and/ or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to

- (a) (i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the Motor Vehicle is held for repair or
- (ii) if no such catalogue or price list exists the price last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of any relative import duty and
- (b) the reasonable cost of fitting such part.

3. Protection and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to a limit of \$300 bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

4. Authority to Repair

The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that

- (a) the estimated cost of such repair does not exceed \$300.
- (b) a detailed estimate of the cost is forwarded to the Company without delay.

5. Hire Purchase Agreement

If to the knowledge of the Company the Motor Vehicle is the subject of a Hire Purchase Agreement any payment in cash including payment in-lieu-of-repair shall be made to the Hire Purchase Owner(s) described in the Schedule of the Policy whose receipt shall be full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy, it being understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing to the Company.

EXCEPTIONS TO SECTION I

1. The Company shall not be liable to pay for
 - (a) loss of use or any other consequential loss.
 - (b) depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
 - (c) damage to tyres unless damage is caused to other parts of the Motor Vehicle simultaneously in the same accident.
2. Notwithstanding anything contained in Section I-1 (Loss or Damage) of this Policy to the contrary the Company shall not be liable whilst the Motor Vehicle is in transit (including loading and unloading) between:
 - (a) Singapore and her offshore islands.
 - (b) West Malaysia and her offshore islands other than Penang.

SECTION II – LIABILITY TO THIRD PARTIES

1. Indemnity to the Insured

The Company will indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

- (a) death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event.
- (b) damage to property subject to a limit of \$5,000,000 in respect of any one claim or series of claims arising out of one event.
where such death or bodily injury or damage arises out of an accident caused by or arising out of
 - (i) the use of the Motor Vehicle
 - (ii) the driving by the Insured of any private motor vehicle other than those hired (under a hire purchase agreement or otherwise) to him or his employer or his partner.

2. Indemnity to Authorised Drivers

The Company will indemnify any Authorised Driver who is driving the Motor Vehicle against all sums including claimant's costs and expenses which such Authorised Driver shall become legally liable to pay in respect of

- (a) death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event.
- (b) damage to property subject to a limit of \$5,000,000 in respect of any one claim or series of claims arising out of one event.
where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Vehicle
Provided that such Authorised Driver
 - (i) is not entitled to indemnity under any other policy.
 - (ii) shall as though he were the Insured observe, fulfil and be subject to the Terms and Conditions of this Policy insofar as they can apply.

3. Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of such Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy insofar as they can apply.

4. Expenses

The Company will pay all costs and expenses incurred with its written consent.

5. Representation and Defence

The Company may at its own option

- (a) arrange for representation at any inquest or inquiry the subject matter of which may give rise to indemnity under this Section.
- (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
- (c) arrange at the request of the Insured and pay subject to an amount of \$3,000 for legal services for defence of any charge of causing death by driving the Motor Vehicle other than murder which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be the subject of indemnity under this Section.

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

- (a) death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section.
- (b) damage to property belonging to or held in trust by or in the custody or control of
 - (i) the Insured or any member of his household.
 - (ii) any Authorised Driver claiming to be indemnified under Section II-2 or any member of his household.

SECTION III – MEDICAL EXPENSES

The Company will subject to an amount of \$500 in respect of each person injured pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or Authorised Driver or any passenger of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

SECTION IV – PERSONAL ACCIDENT BENEFITS

The Company undertakes to pay compensation to the Insured or his personal representative on the scale provided below for bodily injury sustained by the Insured

- (a) in direct connection with the Motor Vehicle or
- (b) whilst mounting into dismounting from or travelling in any private motor vehicle and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three (3) calendar months of the occurrence of such injury result in:-

Scale of Compensation		
1) Death	\$50,000	In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any other motor car or motor cars compensation shall be recoverable under one Policy only
2) Total and irrecoverable loss of sights in both eyes	\$20,000	
3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	\$20,000	
4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	\$20,000	
5) Total and irrecoverable loss of all sight in one eye	\$10,000	
6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$10,000	
Payment shall be made under only one of sub-section (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$50,000 during any one period of insurance.		

PROVIDED ALWAYS that

- (a) the Insured is not less than sixteen (16) or more than sixty-five (65) years of age at the time of such injury.
- (b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity or (2) an accident happening whilst the Insured is under the influence of intoxicating liquor or drugs.

NO CLAIM DISCOUNT

In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of this Policy the renewal premium shall be reduced as follows:-

Period of Insurance	Discount
The preceding year	10%
The preceding two (2) consecutive years	20%
The preceding three (3) consecutive years	30%
The preceding four (4) consecutive years	40%
The preceding five (5) or more consecutive years	50%

If at the time of a claim the No-Claim-Discount is 40% or 50% the No-Claim-Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy. If the No- Claim-Discount is 30% or less then the whole No-Claim-Discount is rescinded.

If more than one claim is made during any one period of insurance the entire No-Claim-Discount is rescinded irrespective of the percentage earned.

If more than one motor vehicle is described in the Schedule the No-Claim-Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferer shall not accrue to the benefit of the Transferee.

The No-Claim-Discount is not affected by any notification or information which the Insured is obliged to provide to the Company unless it is in relation to a claim made on the Company.

GEOGRAPHIC AREA

West Malaysia, the Republic of Singapore and that part of Thailand within fifty (50) miles of the border between Thailand and West Malaysia.

LEGISLATION

Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189), Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960, Road Transport Act, 1987 (Malaysia) And Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia).

JURISDICTION CLAUSE

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15 January 1968 or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22 February 1975 to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

AUTHORISED DRIVER AND LIMITATIONS AS TO USE

As described in the Certificate of Insurance.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. any accident loss damage or liability caused sustained or incurred.
 - (a) outside the Geographical Area.
 - (b) whilst any motor vehicle in respect of which indemnity is provided by this Policy is
 - (i) being used otherwise than in accordance with the Limitations as to Use.
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver.
 - (iii) being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of intoxicating liquor or drugs.

Provided that conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act 1970 (Chapter 276) incorporating all amendments up to that date or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception 1(b)(iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy.

Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act passed in substitution.
 - (iv) being used or driven when it is not registered under the Road Traffic Act, 1970 or when its registration under the Road Traffic Act, 1970 has been cancelled.
2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
 - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power.
 - (b) strike riot civil commotion.
 - (c) detention seizure confiscation or any attempt thereat.
 - (d) flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature. or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4.
 - (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (b) any liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.

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5. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

If a law or laws are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading "Legislation" all references to specific sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

6. Contracts (Rights of Third Parties) Act (Chapter 53B)

A person who is not a party to this contract shall have no right under the contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

7. IT Clarification

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this Exception, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

8. Sanction Limitation and Exclusion

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

9. Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this Exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONDITIONS

1. Arbitration

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The Tribunal shall consist of three (3) arbitrator(s).

The language of the arbitration shall be in English.

2. Cancellation

The Company may cancel this Policy by giving seven (7) days' notice by registered letter to the Insured at the Insured's last known address and will return to the Insured the premium paid less the pro-rata portion thereof for the period the

Policy has been in force which amount the Insured has become liable to pay or the Insured may cancel this Policy by giving seven (7) days' notice to the Company and shall be entitled to a return of the premium paid less the premium computed at the Company's Short Period Rates for the period the Policy has been in force which amount the Insured has become liable to pay. Provided always that in each event no claim has arisen prior to the cancellation and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly. Any refund will be calculated as follows:

- a) Cancellation by the Company

$$\text{Premium} \times \frac{\text{Unexpired Period of Insurance (days)}}{\text{Original Period of Insurance* (days)}}$$

- b) Cancellation by the Insured

$$80\% \times \text{Premium} \times \frac{\text{Unexpired Period of Insurance (days)}}{\text{Original Period of Insurance* (days)}}$$

Definition

Original Period of Insurance of this Policy shall be deemed to include any extension of period in the Policy.

No refund will be payable if the refund premium is less than S\$25.00 or where a claim has arisen under the Policy prior to the cancellation and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

3. Care of Motor Vehicle

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

4. Claims Procedure

- (a) No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to:-

take over and conduct in the name of the Insured or such person the defence or settlement of any claim; prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise; and/or conduct and settle proceedings as it sees fit.

The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by:-

providing all such information and assistance as the Company may require;

allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an indemnity under this policy for the damage to the Motor Vehicle insured.

- (b) In case damage to the Motor Vehicle insured is indemnifiable by this policy the Insured shall decide whether or not to claim for it and if so shall submit a claim to the Company within fourteen (14) days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds \$300 in total.

5. Conditions Precedent to The Company's Liability

The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

6. Governing Law

This Policy shall be governed by and interpreted in accordance with Singapore law.

7. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

8. NCD Declaration

In the event there is a difference between the NCD declared by the Insured and the NCD applicable, the Insured shall pay to the Company any difference in the Premium by the payment due date as set out in the Company's written

notice; otherwise the Company will shorten the Period of Insurance to correspond to the Premium paid by the Insured. If the Company is required by law or under the Agreement as stated under "Avoidance of Certain Terms and Right of Recovery" to pay for any liability to any third party after the shortened Period of Insurance, the Insured shall indemnify the Company for the amount paid.

9. Notification of Accidents

- (a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within twenty-four (24) hours of the accident or by the next working day thereof.
- (b) In case of theft or other criminal act which may give rise to a claim under this policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
- (c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and/or occurrence will result in the Insured being denied indemnity under both Section I and Section II of the Policy in respect of that particular accident and/or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in the Insured losing all or part of his No Claim Discount as set out below.

NCD	
Current	Upon Renewal (Non-Reporting)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

*The Accident NCD to be applied first before the Non- Reporting NCD.

In the context of this clause the following terms have the following meanings assigned to them:

*Accident NCD – Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.

*Non-Reporting NCD – Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy.

10. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (i) of Section II-2 of this Policy.

11. Payment Before Cover Warranty (For Non-Corporate Insured)

- 1. Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the premium due must be paid to the Company (or the intermediary through whom this Policy, Renewal Certificate, Cover Note or Endorsement was effected) on or before the inception date ("the Inception Date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement. Payment shall be deemed to have been effected to the Company or the intermediary when one of the following acts takes place:
 - (a) Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
 - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (c) A payment through an electronic medium including the internet is approved by the relevant party;
 - (d) A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
- 2. In the event that the premium due is not paid to the Company (or the intermediary through whom this Policy, Renewal Certificate, Cover Note or Endorsement was effected) on or before the Inception Date, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

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3. In respect of insurance coverage with Free Look provision, the Insured may return the original policy document to the Company or intermediary within the Free Look period if the Insured decides to cancel the cover during the Free Look period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance and the cover shall be treated as if never put in place

12. Premium Payment Warranty (For Corporate Insured)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the:
 - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

13. Condition Precedent (For Corporate Insured)

The validity of this Policy is subject to the Condition Precedent that:

- (a) for the risk insured, the Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) the Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.

14. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

CLAUSES

A. The following Clauses are applicable to the Policy and are subject to the Terms, Conditions and Exceptions of the Policy.

Non-Injury Motor Accident Report Scheme

In the event of accidents, Policyholders are required to lodge motor accident reports with their insurance companies.

For injury accidents* or non-injury accidents involving a government vehicle/damage to government property, a foreign vehicle**, a pedestrian or cyclist, or non-injury "hit-and-run" cases, drivers are required to lodge a police reports in addition to the motor accident reports which they will still have to lodge with their insurance companies.

*An injury accident is defined as one in which at least one party involved in an accident was conveyed to hospital from the accident scene; or if conveyance to hospital was done through other transport, the party is subsequently hospitalised, or given outpatient medical leave of 3 days or more; or where no one was conveyed to the hospital from the scene, latent injury had subsequently developed which entailed hospitalisation, or outpatient medical leave of 3 days or more.

**Foreign vehicles are defined as all vehicles registered in another country, all vehicles owned by visiting forces present in Singapore, all vehicles with USN or USG prefixes, and as a general rule, all vehicles insured by an insurance company not registered to transact general insurance business in Singapore.

B. The following Clauses are applicable only when specifically mentioned in the Schedule and are subject to the Terms, Conditions and Exceptions of the Policy.

1 General Excess

It is hereby understood and agreed that notwithstanding anything to the contrary in this Policy the Insured in respect of each and every event shall be responsible for the amount specified in the Schedule under the heading "Excess" and its applicable GST (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder.

The said expenditure incurred by the Company shall include any payments in respect of claims costs and expenses and/or expenditure incurred by the Company in the exercise of its discretion under Condition 4 forthwith.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

3(p) Third Party Only

It is hereby understood and agreed that Section I (and its Exceptions), III & IV of this Policy are cancelled.

It is further understood and agreed that the printed wording of Condition 3 of the Policy is also cancelled and is replaced by the following new Condition

3. "The Insured shall take all reasonable steps to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured."

3(q) Third Party Fire & Theft

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire external explosion self-ignition lightning, burglary, housebreaking or theft.

It is further understood and agreed that Sections III & IV of this Policy are deemed to be cancelled.

18 Fleet Rated Risk – Cancellation of No Claim Discount It is hereby understood and agreed that the No Claim Discount Clause of this Policy is deemed to be cancelled.

25 Strike Riot and Civil Commotion

It is hereby understood and agreed that the words "strike riot civil commotion" in General Exception 2(b) of this Policy shall not apply to any accident loss damage or liability directly caused by:-

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- (2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not)
- (b) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popularising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

57 Flood Typhoon Hurricane Volcanic Eruption Earthquake or other Convulsion of Nature

It is hereby understood and agreed that the following shall be deemed to be added to Section I-1 of this Policy after the words "thereon"

"by flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature"

It is further understood and agreed that the words mentioned in General Exception 2(d) of this Policy are deemed to be deleted.

72(b) Legal Liability of Passengers for Acts of Negligence

It is hereby understood and agreed that the Company will at the request of the Insured indemnify in terms of Section II of this Policy any person mounting into and dismounting from or travelling in the Motor Vehicle such person being hereinafter called "the Passenger" provided that the Passenger:

- (i) is not driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving
- (ii) is not entitled to indemnity under any other Policy
- (iii) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply

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The Company shall not be liable in respect of

- (a) death of or bodily injury to any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle

89 Breakage of Glass in Windscreen or Windows

The Company will indemnify the Insured against any claim for the cost of reinstating any glass in the windscreens or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to the amount stated in the Schedule under the heading "Breakage of Windscreen". Such claim shall have no impact to the No Claim Discount Clause.

For this Endorsement, the Insured shall be responsible for S\$100 or the specified excess and its applicable GST as set out in the Schedule / Renewal Certificate (whichever is higher) for each and every claim under this Policy.

92 Leasing Agreement

It is hereby understood and agreed that the Leasing Company mentioned in the Schedule (hereinafter referred to as the Lessors) are the owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Leasing Agreement made between the Lessors of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability on the part of the Company to the Insured under Section I of this Policy shall be made to the Lessors as long as they are owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights benefits and claims under this Policy and further nothing herein shall be construed as creating or vesting any right in the Owner/ Lessor to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

Policy Owners' Protection Scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the General Insurance Association (GIA) or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).

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