

# Autowise

## Policy Conditions

Here is **your** Autowise policy document. Please read it with the schedule or certificate of insurance to make sure that **you** understand the terms and conditions and have the protection **you** need.

It is important that **you** carefully read this policy document, the schedule or certificate of insurance, and any amendment or endorsement issued (which all together make up the **policy**), to avoid any misunderstanding. If **you** find any mistake or inaccuracy, return the documents to **us** or **your** insurance intermediary (the person who arranged this insurance for **you**) so they can be corrected.

If **you** have any questions after reading these documents, please contact **us** or **your** insurance intermediary. If there are any changes that may affect the cover, please contact **us** immediately.

### Important notice

All the information **you** give **us** must be complete and accurate (as far as **you** know or should know), otherwise the cover under the **policy** will not apply. If there are any changes that may affect the cover, **you** must tell **us** as soon as possible.

Carefully read the **policy** to make sure that it meets **your** needs and has been prepared correctly.

### About the policy

This policy document sets out the terms and conditions of a contract of insurance between **you** and **us** (Great Eastern General Insurance Limited). The contract is based on the proposal form, declaration and any information **you** provided when **you** applied for cover.

In return for the premium **you** pay **us**, **we** will provide the cover described in this policy document during the **period of insurance** or any subsequent period **we** accept a premium for, as long as **you** keep to the terms and conditions of the contract of insurance between **you** and **us**.

### Customer care

**We** are committed to providing a high standard of service and customer care. If **you** ever feel that **we** have not provided the service **you** expected, contact **your** insurance intermediary. If this insurance was not arranged for **you** by an insurance intermediary, please contact **us** direct, preferably in writing.

Important – Please remember to quote **your** policy number or other reference in any communication with **us**.

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## Definitions

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### Authorised driver

Any person who:

- has a valid driving licence;
- is driving the **vehicle** with **your** permission; and
- keeps to the **policy**.

### Passenger

Any person, other than the driver, who travels in the **vehicle**.

### Period of insurance

The period of insurance or policy period set out in the schedule or certificate of insurance. Unless this document says otherwise, the cover under the **policy** only applies to events that arise during the period of insurance.

### Policy

The contract of insurance between **you** and **us**. The policy is made up of **your** application form, **your** declarations, the schedule, the certificate of insurance and any endorsements **we** have issued for **your** cover.

### We (us, our)

Great Eastern General Insurance Limited.

### You (your)

The policyholder named in the schedule or certificate of insurance, who is the registered owner of the **vehicle**.

### Vehicle

The motor car that is owned by **you**, registered in **your** name and described in the schedule or certificate of insurance.

## What the policy covers

### Section 1 – Insurance on the vehicle

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#### 1. Loss or damage

**We** will insure **you** against accidental loss of or damage to the **vehicle**, arising anywhere in the geographical area set out in this policy document, or while being carried by a direct sea route across the straits between:

- the island of Penang and the mainland; or
- Changi Point, Singapore and Tanjong Berlungkor, Johor.

**We** will decide whether to pay a cash amount to cover the loss or damage, or to repair or replace the **vehicle** or any part of it (including its accessories and spare parts).

The most **we** will pay is the value of the lost or damaged parts and the reasonable cost of fitting those parts, based on the market value of the **vehicle** at the time of the loss or damage, up to the estimated market value shown in the schedule.

#### 2. Replacement parts

If, as a result of loss or damage, the **vehicle** needs a replacement part that is not available in the country the **vehicle** is being held for repair, or **we** choose to pay a cash amount for a replacement part, the most **we** will pay for the part is limited to:

- the price quoted in the latest catalogue or price list issued by the manufacturer (or their agent) for the country the **vehicle** is in (or, if there is no listed price available, the last price the manufacturer provided the part for direct, plus the reasonable cost of transporting the part, other than by air, to the country the **vehicle** is in, including any import duty); and
- the reasonable cost of fitting the part.

### 3. Protection and removal after an accident

If the **vehicle** cannot be driven as a result of loss or damage insured under the **policy** **we** will pay the reasonable cost of protecting the **vehicle** and moving it to the nearest repairers in the country the loss or damage happened in, up to a limit of S\$300.

### 4. Authority to repair

**You** may authorise the repairs needed to the **vehicle** as a result of damage covered under the **policy**, as long as:

- the estimated cost of the repairs is no more than S\$300; and
- a detailed estimate of the cost is sent to **us** as soon as reasonably possible.

### 5. Hire-purchase agreement

If **we** know that there is currently a hire-purchase agreement in force for the **vehicle**, **we** will make any cash payment to the hire-purchase owner set out in the schedule (the HP owner). When the HP owner receives the payment, **we** will have no further liability for the loss or damage.

Nothing in this clause means that **you** are the HP owner's agent or trustee, or that **you** are transferring **your** rights, benefits and claims under the **policy** to the HP owner. (**You** cannot transfer **your** rights, benefits and claims under the **policy** without **our** permission in writing.)

## Exceptions to Section 1

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#### a The **policy** does not cover:

- loss of use or any other indirect or consequential loss (that is, any loss that is not a natural and foreseeable consequence of the loss or damage);
- depreciation (loss of value over time as a result of use or age), wear and tear, or mechanical or electrical breakdowns, failures or breakages; or
- damage to tyres, unless damage is caused to other parts of the **vehicle** at the same time and in the same accident.

#### b The **policy** does not cover the **vehicle** while it is being transported (including loading and unloading) between:

- Singapore and its offshore islands; or
- West Malaysia and its offshore islands, other than Penang.

## Section 2 – Liability to third parties

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### 1. Indemnity to you

The **policy** covers **you** against all amounts **you** become liable to pay, including claimant's costs and expenses, as a result of the death of or bodily injury to any person other than **you** (a third party), or damage to a third party's property, if the death, bodily injury or damage arises out of an accident caused by or arising from **you**:

- using the **vehicle**; or
- driving any private vehicle, other than one hired (under a hire-purchase agreement or otherwise) to **you**, **your** employer or **your** partner.

#### Limits on liability

For damage to property, the most **we** will pay is S\$5,000,000 for any one claim or for a series of claims arising from one event.

There is no limit to the amount **we** would be liable to pay for the death of or bodily injury to a third party.

### 2. Cover for authorised drivers

The **policy** will cover any **authorised driver** of the **vehicle** against all amounts they become legally liable to pay, including claimant's costs and expenses, as a result of the death of or bodily injury to any third party, or damage to a third party's property, if the death or bodily injury or damage results from an accident caused by or arising from them using the **vehicle**.

The **authorised drivers** covered by the **policy**, and the limits on the cover they have, are shown in the certificate of insurance.

### Limits on liability

For damage to property, the most **we** will pay is S\$5,000,000 for any one claim or for a series of claims arising from one event.

There is no limit to the amount **we** would be liable to pay for the death of or bodily injury to a third party.

### 3. Cover for personal representatives

After the death of **you** or any **authorised driver**, **we** will cover **your** or their personal representatives against **your** or the **authorised driver's** liability, as long as they keep to the terms and conditions of the **policy**.

### 4. Expenses

**We** will pay all costs and expenses **we** agree to in writing.

### 5. Representation and defence (limited to Singapore and Malaysia)

**We** may agree to do the following.

- Arrange for **you** or an **authorised driver** to be represented at any inquest or inquiry relating to a matter insured under this section.
- Defend **you** or an **authorised driver** in court proceedings relating to any allegation or event covered under this section.
- If **you** ask **us** to, **we** will arrange and pay up to S\$3,000 for legal services for the defence of any charge of causing death by driving the **vehicle** (other than murder) which may be brought against **you**, or any person driving the **vehicle** with **your** permission, in connection with an event covered by this section.

## Exceptions to Section 2

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The **policy** does not cover the following.

- a** Death of or bodily injury to any person arising as a result of, and during the course of, that person's employment with the person otherwise covered under this section.
- b** Damage to property that:
  - **you** or any member of **your** household; or
  - any **authorised driver** or member of his or her household; owns or is responsible for.
- c** Claims insured under any other insurance policy.
- d** Any claim if **you** or an **authorised driver** did not keep to the terms and conditions of the **policy**.

## Section 3 – Medical expenses

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**We** will pay up to S\$1,000 per person for reasonable medical expenses **you**, any **authorised driver** or any **passenger** has to pay as a result of bodily injury directly and immediately caused by a sudden and unexpected accident the **vehicle** is involved in.

Claiming under this section will not affect the no-claim discount and **you** will not need to pay an excess towards the claim payment.

## Section 4 – Death or permanent disability

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**We** will pay compensation, as set out in the table below, for bodily injury that **you**, any **authorised driver** or any **passenger** suffers:

- in direct connection with the **vehicle**; or
- while getting into, travelling in or getting out of any private vehicle;

as a result of a sudden and unexpected accident, if that accident is the only cause of death or permanent disability (except medical or surgical treatment needed because of the injury) within three calendar months of the accident.

Scale of compensation				
		To you	To an authorised driver or passenger	
1)	Death	S\$120,000	S\$50,000	If <b>you</b> have any other Great Eastern motor policy, <b>we</b> will pay compensation under only one policy.
2)	Total and permanent loss of sight in both eyes	S\$60,000	S\$25,000	
3)	Physical loss of both hands (at or above the wrist), both feet (at or above the ankle), or one hand and one foot (at or above the wrist and the ankle)	S\$60,000	S\$25,000	
4)	Physical loss of a hand (at or above the wrist) or a foot (at or above the ankle), together with total and permanent loss of sight in one eye	S\$30,000	S\$12,500	
5)	Total and permanent loss of sight in one eye	S\$30,000	S\$12,500	
6)	Physical loss of a hand (at or above the wrist) or a foot (at or above the ankle)	S\$30,000	S\$12,500	

#### Injury to you

If **you** suffer more than one of disabilities 2 to 6 above as a result of one accident, **we** will pay the total of all amounts, up to a maximum of S\$60,000 during any one **period of insurance**. If **you** die, after **we** have paid compensation for one or more of disabilities 2 to 6, **we** will take the total amount **we** have already paid for disabilities off the compensation **we** pay for death.

If **we** pay compensation for death, **we** will not pay any compensation for disabilities 2 to 6 above.

#### Injury to an authorised driver or passenger

If an **authorised driver** or **passenger** suffers more than one of disabilities 2 to 6 above as a result of one accident, **we** will pay the total of all amounts, up to a maximum of S\$25,000 during any one **period of insurance**. If an **authorised driver** or **passenger** dies after **we** have paid compensation for one or more of disabilities 2 to 6, **we** will take the total amount **we** have already paid for disabilities off the compensation **we** pay for death.

If **we** pay compensation for death, **we** will not pay any compensation for disabilities 2 to 6 above.

#### The following conditions apply to this section.

- a This section does not cover anyone younger than 16 or older than 65 at the time of the accident.
- b **We** will not pay compensation for death or injury directly or indirectly arising from, resulting from or contributed to by:
  - intentional self-injury, suicide or attempted suicide, or existing injury, disability, illness or condition; or
  - an accident which happens while **you** or the **authorised driver** are under the influence of alcohol or drugs.
- c **We** will not pay compensation to any **passengers** if endorsement 72(b) 'Legal Liability of Passengers for Acts of Negligence' is in force and **you** make a claim, under section 2, for **your** liability for the **passenger's** death or bodily injury.
- d **We** will pay compensation to or for an **authorised driver** or **passenger** only with **your** approval. **We** will make the payment direct to the **authorised driver** or **passenger**, or their personal representatives. When **we** pay that compensation, **we** will have no further liability for the person's injury or death.
- e Claiming under this section will not affect the no-claim discount and **you** will not need to pay an excess towards the claim payment.

## No-claim discount (NCD)

If no claim under the **policy** arises during a **period of insurance**, when the **policy** is renewed at the end of that **period of insurance**, the renewal premium will be reduced by a discount (the NCD) as shown below.

Period without a claim arising	Discount
The previous period of insurance	10%
The previous two periods of insurance	20%
The previous three periods of insurance	30%
The previous four periods of insurance	40%
The previous five periods of insurance	50%

If **you** make a claim when **your** NCD is 40% or 50%, **your** NCD will be reduced to 10% or 20% (as appropriate) at the next renewal. If **you** make a claim when **your** NCD is 30% or less, **you** will lose the full NCD.

Current	Upon a claim (Accident NCD)
50%	20%
40%	10%
30%	0%
20%	0%
10%	0%
0%	0%

If **you** make more than one claim during any one **period of insurance**, **you** will lose the full NCD.

If more than one **vehicle** is described in the schedule, each **vehicle** will have its own NCD as though a separate policy has been issued for it.

If **we** agree to transfer the **policy** or **vehicle** to another person, the NCD will not be transferred to that person.

## Geographical area

The **policy** provides cover within the geographical area, which is West Malaysia, the Republic of Singapore, and the parts of Thailand within 80.5 km of the border between Thailand and West Malaysia.

**We** do not cover any claim that arises while the **vehicle** is outside the geographical area.

## Relevant laws

This insurance is in line with the following laws.

- Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189)
- Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960
- Road Transport Act, 1987 (of Malaysia)
- The Motor Vehicles (Third-Party Risks) Rules, 1959 (of Federation of Malaya)
- Road Transport (Amendment) Act 2019 (of Malaysia)

## Right to recover amounts

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If, as a result of:

- any relevant law;
- the agreement of 15 January 1968 between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia; or
- the agreement of 22 February 1975 between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore;

**we** have to pay an amount **we** would not otherwise be liable for under the **policy**, **you** must repay the amount to **us**.

## General exceptions

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The **policy** does not cover any claims directly or indirectly caused by, or arising from or in connection with, the following.

1. The **vehicle** being:
  - used in a way that is not in line with the 'Limitations as to use' shown in the certificate of insurance;
  - driven by anyone who is not an **authorised driver**;
  - 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; or
  - driven by **you**, or by any person with **your** permission, while under the influence of alcohol or drugs. (A conviction relating to driving under the influence of drink or drugs, or any law on the abuse of drugs, will be conclusive proof for this exception if the offence was committed at the time of an accident or an event giving rise to a claim under the **policy**.)
2. Except where **we** need to provide cover by law:
  - war, invasion and hostilities (whether war is declared or not), civil war, rebellion, revolution, uprising or overthrowing of power;
  - strike, riot or civil commotion;
  - **you**, an **authorised driver** or a **passenger** being detained, or the **vehicle** or other property being seized or confiscated; and
  - natural disaster or extreme weather conditions, including flood, typhoon, hurricane, volcanic eruption and earthquake (unless endorsement 57 applies).

If **we** think that this exclusion prevents the **policy** from covering any loss or damage, the loss or damage will not be covered unless **you** can prove that this exclusion does not apply.

3. Any liability **we** have under an agreement if **we** would not have had that liability if the agreement didn't exist.
4. Ionising radiation, toxic contamination or radioactive contamination from nuclear fuel or the nuclear waste from burning nuclear fuel.
5. The **vehicle** being driven with more **passengers** or a larger load than it is licensed for.

### 6. Communicable disease

Regardless of anything to the contrary set out in this policy document, the **policy** does not cover any actual or alleged loss, liability, damage, disease, injury or death, costs or any amounts **you** have to pay, if directly or indirectly caused by, arising from or in connection with a communicable disease, or the fear or threat of a communicable disease.

For the purpose of this exception, a communicable disease is any disease which can be spread from one organism to another by a substance or agent, including (but not limited to) a virus, bacterium, parasite or organism, whether living or not, and where:

- the method the disease spreads by, whether directly or indirectly, includes (but is not limited to) through droplets or particles in the air, bodily fluids or contact with any surface or object – solid, liquid or gas; and



- the disease, substance or agent can cause bodily injury, illness, emotional distress, damage to health or well-being, or damage to property.

## 7. **Contracts (Rights of Third Parties) Act**

The policy conditions cannot be enforced by anybody other than **you** (or **your** estate after **your** death) or **us**.

## 8. **Cyber loss**

Regardless of anything to the contrary set out in this policy document or any endorsement, the **policy** does not cover cyber loss.

Cyber loss means actual or alleged loss, damage, liability, disease, injury or death, costs or any amounts **you** have to pay, if directly or indirectly caused by, or arising from or in connection with, any:

- unauthorised or malicious act;
- threat of, or false statement relating to, any unauthorised or malicious act or acts;
- error, omission or accident; or
- act of not meeting legal or regulatory requirements;

involving any person or group having access to or using any data or computer system.

For the purpose of this exception, a computer system is any computer, hardware, software, application, process, code, program, information technology, communications system or electronic device. This includes any associated device, equipment or system, including routers, data-storage devices, networking equipment or back-up facilities.

## 9. **Damage to data or software**

Damage to property means physical damage to the structure of the property. This does not include damage to data or software, so the following are not covered by the **policy**.

- Loss of or damage to data or software, in particular any change in data, software or computer programs caused by a deletion, a corruption or a deformation of the original structure (including any indirect loss), unless the loss of or damage to data or software is a direct result of physical damage to the property.
- Loss or damage resulting from a failure or fault in the functions, uses, availability or accessibility of data, software or computer programs (including any indirect losses).

## 10. **Sanctions**

**We** will not be considered to have provided cover, and will not be liable to pay any claim or provide any benefit under the **policy**, if doing so may, in **our** opinion, lead to **us** breaking or going against any sanction, prohibition, restriction or regulations set out by any state, country or organisation that operates across national borders (sanctions).

If **you** or any party associated with the **policy**, such as a policyholder, beneficial owner, insured driver or **passenger** (an associated party):

- is marked or listed as a person that sanctions apply to;
- is involved in any way, whether directly or indirectly, with a party that sanctions apply to; or
- has been charged, found guilty or had judgment taken against them under any local or foreign law or regulations that give effect to sanctions;

**we** may decide to do one or more of the following without having any liability to **you** or any associated party.

- a) Cancel any policy, contract, transaction or business, or treat it as if it had never existed
- b) Close-out any financial product or investment
- c) Cash in any financial product or investment
- d) Hold back any payment, transfer of money, refund or benefit
- e) Suspend any payment, transfer of money, refund or benefit
- f) Refuse or reject any transaction or request

- g) Take any step or action necessary to remove, reduce or minimise the possibility of **us** breaking or going against any sanctions

**You** and any associated party (or both) will indemnify **us** (fully compensate and not hold **us** responsible) for any and all losses, damages, costs and expenses which **we** may suffer as a result of or in connection with **your** or any associated party's actions or failure to act in relation to the sanctions, or **us** taking any of the actions a) to g) above.

## 11. Terrorism

Regardless of anything to the contrary set out in this policy document or any endorsement, the **policy** does not cover any actual or alleged loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with terrorism.

For the purpose of this exception, terrorism is any action or threat of action, whether or not it involves force or violence, that is:

- committed for political, religious, ideological or similar purposes;
- intended to influence any government; and
- Designed to scare or intimidate the public or any section of the public.

The **policy** also does not cover any loss, damage, cost or expense directly or indirectly caused by or in connection with action taken to control, prevent or suppress any act of terrorism.

If **we** think that this exception prevents the **policy** from covering any loss, damage or liability, and **you** disagree, **you** must provide proof that this exception does not apply. If **you** don't, the loss, damage, cost or expense will not be covered.

If any part of this exception cannot be enforced, the rest of it will still apply and can be enforced.

## General conditions

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### 1. Arbitration

Any dispute arising out of or in connection with the **policy** must be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC).

If the dispute cannot be brought before or dealt with by FIDReC, it will be settled by arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre (the SIAC Rules) in force at the time.

The arbitration will be conducted in English.

### 2. Cancellation

#### a Cancellation by **us**

**We** can cancel the **policy** by sending **you** 30 days' notice by registered letter to **your** last known address.

- If **you** have not yet paid a premium, **you** must immediately pay **us** the amount **we** demand for the period **you** have been covered. If a claim has arisen since the **policy** was taken out or last renewed, this amount will be the full premium.
- If **you** have paid the premium, and no claim has arisen since the **policy** was taken out or last renewed, **we** will refund the premium **you** have paid less a proportion that pays for the period **you** were covered by the **policy**. If a claim has arisen since the **policy** was taken out or last renewed, **we** will not refund any premium.

If **you** are due a refund, **we** will work it out using the following equation.

$$\text{Premium refund} = \frac{\text{Premium paid} \times \text{Remaining period of insurance (in days)}}{\text{Full period of insurance (in days)}}$$

**We** will not pay a refund if the amount calculated is less than S\$25.

When **we** cancel the **policy**, **you** must return the current certificate of insurance.

b) Cancellation by **you**

**You** can cancel the **policy** by giving **us** 30 days' notice and returning the current certificate of insurance.

- If **you** have not yet paid a premium, **you** must immediately pay **us** the amount **we** demand for the period **you** have been covered. If a claim has arisen since the **policy** was taken out or last renewed, this amount will be the full premium.
- If **you** have paid the premium, and no claim has arisen since the **policy** was taken out or last renewed, **we** will refund the premium **you** have paid less a proportion that pays for the period **you** were covered by the **policy**. If a claim has arisen since the **policy** was taken out or last renewed, **we** will not refund any premium.

If **you** are due a refund, **we** will work it out using the following equation.

$$\text{Premium refund} = \frac{0.8 \times \text{Premium paid} \times \text{Remaining period of insurance (in days)}}{\text{Full period of insurance (in days)}}$$

**We** will not pay a refund if the amount calculated is less than S\$25.

3. Care of the vehicle

**You** must take all reasonable steps to protect the **vehicle** from loss or damage and maintain it in good condition. **We** can examine the **vehicle** (or any part of it) and carry out checks on any driver or employee of **yours**.

If the **vehicle** breaks down or is involved in an accident, it must not be left unattended until proper precautions to prevent further loss or damage have been taken. If the **vehicle** is driven before the necessary repairs are carried out, any increased or further damage this causes to the **vehicle** will not be covered by the **policy**.

4. If claim arises

- a) **You** and any **authorised driver** or **passenger** (if appropriate) must not admit any blame, or offer or promise any payment, without **our** permission in writing.
- b) After **we** have been told about an event that could give rise to a claim, **we** will be entitled to do the following.
  - Defend or settle the claim, in **your** name or the name of any person the claim relates to.
  - Pursue, in **your** name or the name of any person the claim relates to, but for **our** benefit, any claim to recover damages or any other amount **we** have paid in settling a claim.
  - Conduct any proceedings as **we** see fit.

**You** accept that if **we** exercise any of these rights, **you** and any person the claim relates to must:

- provide all the necessary help and information **we** ask for; and
  - allow **us** to examine all damage to the **vehicle** before it is repaired. **We** have this right whether or not **you** are entitled to make a claim, or intend to make a claim, under the **policy**.
- c) If any loss or damage to the **vehicle** is insured by the **policy**, **you** must decide whether or not to claim for it. If **you** want to make a claim, **you** must do so within 14 days of discovering the loss or damage. If the cost of necessary repairs is more than S\$300 in total, **we** must approve the cost before any repair can start.

5. If a claim relating to one event could be made under section 2, 3 and 4 of the **policy**, **we** will pay the claim under only one section, which will be the section that provides the higher amount of cover.

6. Keeping to the policy

**We** will only be liable under the **policy** if **you** keep to all the terms, conditions and endorsements.

7. Governing law

The **policy** will be governed by and interpreted in line with Singapore law.

## 8. Jurisdiction

If there is a legal dispute between **you** and **us** in connection with the **policy**, that dispute will not take account of judgments that were not first made by a competent court in West Malaysia or the Republic of Singapore.

## 9. Interpretation

The **policy** and the schedule should be read together. Any word or expression which has a specific meaning in this policy document has the same meaning in the schedule.

## 10. Declaring a no-claim discount

If the no-claim discount **you** declare is higher than the true no-claim discount that applies, **you** must pay **us** any resulting extra premium, by the due date set out in the written notice **we** send **you**. If **you** don't, **we** will shorten the **period of insurance** to reflect the premium **you** have paid. If **we** are required by law, or under an agreement shown under 'Right to recover amounts' in this policy document, to pay a third party for any liability that arose after the shortened **period of insurance**, **you** must repay the amount **we** have paid.

## 11. Reporting accidents, theft or criminal acts

- If the **vehicle** is involved in an accident, regardless of whether it would give rise to a claim, **you** must call **our** Approved Reporting Centre within 24 hours or on the next working day (whichever is later).
- If the **vehicle** is stolen or damaged by a criminal act, **you** must immediately report the theft or criminal act to **us** and the police, and co-operate with **us** in any action against the offender.
- You** must immediately send **us** every letter, claim, writ, summons or other document **you** receive, and must not respond to them yourself. **You** must also contact **us** immediately if **you** or any person the claim relates to finds out about any impending prosecution, inquest, inquiry or offer in connection with any accident, theft or criminal act.

If **you** fail to keep to a, b or c above:

- the loss or damage resulting from the accident, theft or criminal act will not be covered under section 1 and section 2; and
- your** no-claim discount at renewal will be reduced or lost, as shown below.

Current no-claim discount	No-claim discount at renewal
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

For every reported accident, **your** no-claim discount will be reduced by 30%.

If **we** find out about an **accident** that **you** did not report, **we** may reduce **your** no-claim discount further by applying a penalty for non-reporting.

## 12. Other insurance

The **policy** does not cover any loss, damage or liability which is insured by (or would have been if **you** did not have the **policy**) any other policy or policies. This insurance does not cover any amount over that which would be paid under the other policy or policies if **you** did not have this insurance.

## 13. Premium warranty

### 13.1 Payment before cover warranty (for non-corporate insured)

- The premium for the **policy** must be paid to **us**, or the intermediary **you** took the **policy** out through, on or before the start date or renewal date of the **policy**. The premium will be considered to have been paid when:
  - cash for the premium is handed over to **us** or the intermediary;
  - a cheque for the premium is handed over to **us** or the intermediary and is not returned unpaid;

- a credit-card or debit-card payment for the premium is approved by the card issuer; or
  - an electronic transfer or online payment goes through.
- b) If the premium is not paid on or before the start date or renewal date of the **policy**, no cover will be provided, regardless of any payment **you** make after that date.
- c) For insurance cover with free-look provision (that is, a provision which allows **you** to cancel the **policy** within a specific number of days and get a full refund), **you** can cancel the **policy** by returning this original policy document to **us** or the intermediary within the free-look period. **We** will refund the premium **you** have paid, as long as **you** have not made a claim, and the cover will be considered to have never been in place.

### 13.2 Premium payment warranty (for corporate insured)

- a) If the **period of insurance** is 60 days or more, any premium due must be received in full by **us** or the intermediary **you** took the **policy** out through within 60 days of:
- the start date or renewal date of the **policy**; or
  - the date each endorsement (if any) that applies to the **policy** comes into force.
- b) If any premium due is not received in full by **us** or the intermediary within 60 days, as referred to above, then:
- cover will automatically end immediately after the end of the 60-day period; and
  - **we** will be entitled to a payment of either S\$25 or the appropriate proportion of the premium to reflect the time **you** were covered, whichever is more.
- c) If the **period of insurance** is less than 60 days, any premium must be received in full by **us** or the intermediary within the **period of insurance**.

### 13.3 Essential condition for cover (for corporate insured)

The cover under the **policy** only applies if either of the following is true.

- a) **You** have not had any insurance cover cancelled in the last 12 months due, totally or partly, to **you** breaking any condition relating to paying the premium.
- b) If **you** have told **us** that in the last 12 months **you** have had insurance cover cancelled due, totally or partly, to **you** breaking any condition relating to paying the premium:
- **you** have since paid all the premium due for the time **you** were covered, as calculated by the relevant insurer; and
  - **you** provide written confirmation of this from the insurer before cover under the **policy** starts.

## 14. Written notice

Every notice or communication **you** or **we** need to provide under the **policy** must be given in writing.

## Endorsements

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The following endorsements are amendments to the **policy**. They apply only if stated on **your** schedule or certificate of insurance.

### A. The following endorsement automatically applies to the policy.

#### Non-Injury Motor Accident Report Scheme

**You** must report all accidents **your vehicle** is involved in, even if **you** do not intend to make a claim.

If the accident involves:

- a government vehicle or damage to government property;
- a foreign vehicle (a vehicle that is registered in another country, owned by visiting forces in Singapore or has USN or USG prefixes, and is insured by an insurance company not registered in Singapore);
- a pedestrian or cyclist; or

- a 'hit-and-run' incident where nobody needs medical treatment;

**you** or the **authorised driver** (as appropriate) must report the accident to the police as well as to **us**.

## **B. The following endorsements apply to the policy only if they are listed in the policy.**

### **1 General excess**

Regardless of anything to the contrary set out in this policy document, for each event giving rise to a claim **you** must pay:

- the amount shown in the schedule under the heading 'Excess', plus the associated Goods and Services Tax (GST); or
- the full amount of the claim;

whichever is less.

The said expenditure includes any claims, costs, expenses and other amounts **we** pay or become responsible for after exercising **our** rights under general condition 4.

For the purpose of this endorsement, 'event' means an event or series of events arising out of one cause and relating to any one **vehicle** insured under the **policy**.

### **3(p) Third party only**

Section 1 (and its exceptions), section 3 and section 4 of this policy document are cancelled.

The whole of general condition 3 of this policy document is replaced by the following.

'**You** must take all reasonable steps to maintain the **vehicle** in good condition. **We** can examine the **vehicle** (or any part of it) and carry out checks on any driver or employee of **yours**.'

### **3(q) Third party, fire and theft**

Regardless of anything to the contrary set out in the **policy**, section 1 of this policy document will only cover loss or damage caused by fire, external explosion, self-ignition, lightning, burglary or theft.

No cover will be provided under sections 3 and 4 of this policy document.

## **18 For fleet vehicles - Cancellation of no-claim discount**

The 'No-claim discount (NCD)' clause in this policy document does not apply.

## **25 Strike, riot or civil commotion**

The exception of 'strike, riot or civil commotion' in general exception 2 does not apply, and is considered to be deleted, if a claim is for any accident, loss, damage or liability directly caused by either of the following.

- The actions of any person taking part, together with others, in any disturbance of the peace (whether or not in connection with a strike or other industrial action),
- Any lawful authority's actions to suppress (or try to suppress) any disturbance of the peace, or to minimise the consequences of the disturbance.
- The deliberate behaviour of any worker when done to support a strike or industrial action, or to resist a lockout, or any lawful authority's actions to prevent (or try to prevent) any such behaviour, or to minimise the consequences of the behaviour.

Except where required by law, this endorsement does not apply to any claim relating to accident, loss, damage or liability directly or indirectly caused by, arising from or contributed to by:

- war, invasion and hostilities (whether war is declared or not) civil war, rebellion, revolution, uprising or overthrowing of power;
- terrorism (as defined in general exception 11) or violence; or
- the direct or indirect consequences of any of these situations.

If **we** think that this endorsement prevents the **policy** from covering the accident, loss, damage or liability, and **you** disagree, **you** must provide proof that this exception does not apply. If **you** don't, the loss, damage, cost or expense will not be covered.

## 57 Flood, typhoon, hurricane, volcanic eruption, earthquake

Regardless of the general exceptions that apply to section 1, cover under that section will be extended to cover accidental loss of or damage to the **vehicle** arising from natural disaster or extreme weather conditions, including flood, typhoon, hurricane, volcanic eruption and earthquake, anywhere in the geographical area set out in this policy document or while being carried by a direct sea route across the straits between:

- the island of Penang and the mainland; or
- Changi Point, Singapore and Tanjong Berlungkor, Johor.

**We** will decide whether to pay a cash amount to cover the loss or damage, or to repair or replace the **vehicle** or any part of it.

The most **we** will pay is the value of the lost or damaged parts and the reasonable cost of fitting those parts, based on the market value of the **vehicle** at the time of the loss or damage, up to the estimated market value shown in the schedule.

## 72(b) Legal liability of passengers for acts of negligence

If **you** ask, **we** will extend section 2 to cover the liability of any **passenger** getting into, travelling in or getting out of the **vehicle**, as long as they:

- are not driving the **vehicle** or in charge of it for the purpose of driving it;
- do not have this cover under any other insurance policy; and
- keep to the terms of the **policy**.

Exceptions

**We** will not cover a **passenger's** liability for:

- death of or bodily injury to any of their employees if the death or bodily injury arises out of or in the course of their employment; or
- damage to property that **you** or they own or are responsible for.

## 89 Breakage of glass in windscreens or windows

**We** will pay up to the amount shown in the schedule under the heading 'Breakage of Windscreen' for repairing or replacing broken glass in the **vehicle's** windscreen or windows (as long as there is no other damage to the **vehicle**). This claim would not affect any no-claim discount.

**You** will have to pay S\$100 (or the excess set out in the schedule, if this is higher), plus GST, for each claim under this endorsement.

## 92 Leasing agreement

**You** have the **vehicle** under a leasing agreement between **you** and the leasing company named in the schedule. The leasing company own the **vehicle**. Any payment **we** make under section 1 of this policy document for loss of or damage to the **vehicle** (except where **we** pay for the **vehicle** to be repaired or replaced) will be paid to the leasing company while they still own the **vehicle**. When **we** have made that payment, **we** will have no further liability for the loss or damage.

Regardless of anything to the contrary set out in the leasing agreement, **you** have the **policy** as the 'principal party' of the leasing agreement, not as the leasing company's agent or trustee. Nothing in the **policy** makes **you** an agent or trustee for the leasing company or transfers **your** rights, responsibilities and benefits under the **policy** to the leasing company. Also, nothing in the **policy** gives the leasing company the right to sue **us** for not meeting **our** obligations.

### **Policy Owners' Protection Scheme**

This **policy** is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Protection is automatic for **your policy, you** do not need to take any action. For more information on the benefits covered under the scheme, contact **us** or visit the General Insurance Association website ([www.gia.org.sg](http://www.gia.org.sg)) or the SDIC website ([www.sdic.org.sg](http://www.sdic.org.sg)).