

**PRIVATE MOTOR CAR POLICY**  
**(COMPREHENSIVE/THIRD PARTY FIRE AND THEFT/THIRD PARTY)**

**NOTE: ONLY THOSE SECTIONS AND ENDORSEMENTS REFERRED TO IN THE SCHEDULE ARE APPLICABLE UNDER THE POLICY.**

**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 the INDIA INTERNATIONAL INSURANCE PTE LTD (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)

**SECTION I – INSURANCE ON THE MOTOR CAR**

**1. Loss or Damage**

The Company will indemnify the Insured against accidental loss of or damage to the Motor Car and its accessories and spare parts while thereon arising anywhere within the Geographical Area 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, Johore.

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 Car 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 Car at the time of the loss or damage but not exceeding the insured value stated in the Schedule.

**2. Protection and Removal after Accident**

If the Motor Car is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability 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.

**3. Authority to Repair**

The Insured may authorise the repair of the Motor Car 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 the Authorised Repair Limit
- (b) a detailed estimate of the cost is forwarded to the Company without delay.

**4. Hire Purchase Agreement**

If to the knowledge of the Company the Motor Car 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 in 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 of the Company.

**EXCEPTIONS TO SECTION I**

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 Car simultaneously in the same accident.

**SECTION II – LIABILITY TO THIRD PARTIES**

**1. Indemnity to the Insured**

The Company will subject to the Limits of Liability 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
  - (b) damage to property
- where such death or injury or damage arises out of an accident caused by or arising out of
- (i) the use of the Motor Car
  - (ii) the driving by the Insured of any private motor car 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 subject to the Limits of Liability indemnify any Authorised Driver who is driving the Motor Car against all sums including claimant's cost and expenses which such Authorised Driver shall become legally liable to pay in respect of

- (a) death of or bodily injury to any person
  - (b) damage to property
- where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Car 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 and subject to the limitations of such section provided that such 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 the Limits of Liability for legal services for defence of any charge of causing death by driving the Motor Car 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

- (a) in respect of death 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) in respect of 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 the Limits of Liability 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 Car as the direct and immediate result of an accident to the Motor Car.

#### 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 Car or
- (b) whilst mounting into dismounting from or travelling in any private motor car 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 calendar months of the occurrence of such injury result in:-

	Scale of Compensation	
(1) Death .....	S\$20,000	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 all sight in both eyes .....	S\$20,000	
(3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or one hand together with one foot .....	S\$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 .....	S\$20,000	
(5) Total and irrecoverable loss of all sight in one eye .....	S\$10,000	
(6) Total loss by physical severance at or above the wrist of ankle of one hand or one foot .....	S\$10,000	

Payment shall be made under one only 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 S\$20,000 during any one period of Insurance.

#### PROVIDED ALWAYS that

- (a) the Insured is not less than 18 or more than 69 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 consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
The preceding five 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 than 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 car 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 car.

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

#### 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.

#### LIMITS OF LIABILITY

Limit of the amount of the Company's liability under

- |       |   |              |
|-------|---|--------------|
| (i)   | Section 1-2 .....   | S\$300       |
| (ii)  | Limit of the amount of the Company's liability in respect of any one claim or series of claims arising out of one event:- |              |
|       | Under Section II – 1(a) and 2(a) (death of or bodily injury to any person).....   | Unlimited    |
|       | Under Section II – 1(b) and 2(b) (damage to property).....  | S\$5,000,000 |
| (iii) | Section III in respect of each person injured arising out of one accident.....  | S\$300       |

#### AUTHORISED REPAIR LIMIT: S\$300

#### GEOGRAPHICAL AREA

The Republic of Singapore, West Malaysia and that part of Thailand within 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 Risk and Compensation) Rules, 1960 Road Transport Act, 1987 (Malaysia) Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia)

\* Limitations rendered inoperative by Section 8 of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act, 1987 (Malaysia) are not to be included under these headings.

#### 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 (Chapter 92 of the Revised Edition) reprinted on 25<sup>th</sup> April 1985 incorporating all amendments up to that date or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (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 any corresponding provision in an Act passed in substitution.
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 or 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 thereof
  - (d) flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature or by any direct 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 or 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.
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 under the heading of "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.

## CONDITIONS

### 1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression 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.

### 2. Written Notice

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

### 3. Care of Motor Car

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

### 4. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately 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 occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

### 5. Claims Procedure

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 which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the full settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

### 6. Cancellation

The Company may cancel this Policy by giving seven 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 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.

### 7. 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 rateable 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) to Section II – 2 of this Policy.

### 8. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 9. 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.

## ENDORSEMENTS

### ENDORSEMENT M1 – EXCLUSION OF WATER-BORNE RISK

It is hereby understood and agreed that notwithstanding anything contained in the Policy to the contrary the Company shall not liable whilst the motor car is in transit (including loading and unloading) between:-

(a) Singapore and her offshore islands

AND

(b) West Malaysia and her offshore islands other than Penang.

### ENDORSEMENT M2 – EXCESS – DAMAGE CLAIMS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the amount stated in the schedule as excess under this endorsement (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder.

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 the Motor Car.

This Endorsement shall not apply to loss or damage caused by fire external explosion self-ignition or lightning.

### ENDORSEMENT M3 – COMPULSORY EXCESS

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that in the event of any claim arising under Section I of this Policy whilst the motor car in respect of which indemnity is granted by this Policy is being driven by or is for the purpose of being driven by him in the charge of:-

- (i) any person under the age of 21
- (ii) any person who is the holder of a provisional driving licence
- (iii) any person other than:-
  - (a) those named in the Schedule
  - (b) a uniformed driver of the Automobile Association

Provided always that none of the persons referred to under (a) is under the age of 21 or the holder of a provisional driving licence the insured in respect of each and every event shall be responsible for the first \$200.00 - hereinafter referred to as compulsory excess less expenditure which may be incurred of any expenditure for which provision is made hereunder.

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 the motor car.

Provided that 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.

Provided further that the compulsory excess shall not apply to loss or damage caused by fire external explosion self-ignition or lightning.

Provided the compulsory excess shall be in addition to any other excess which may be applicable under the policy.

### ENDORSEMENT M3A

In the event of the death of the Insured, this policy covers:-

- (a) any member of the Insured’s family, or a paid driver who has been driving the car during the life of the Insured and permission to drive had not been withdrawn prior to the death of the Insured; and
- (b) any other person who has been given permission to drive the car prior to the death and such permission had not been withdrawn by the Insured.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Car or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Car.

### ENDORSEMENT M4 – EXCESS ALL CLAIMS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Insured in respect of each and every event shall be responsible for the amount stated in the Schedule as excess under this endorsement (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under condition 5 of the Policy.

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 Car in respect of or in connection with which indemnity is granted under this policy.

### ENDORSEMENT M5 – EXCESS SECTION I & II

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Sections I and II of the Policy the Insured in respect of each and every event shall be responsible under each section separately and independently for the amount shown in the Schedule as excess under this endorsement (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 5 of this Policy.

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 Purposes 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 Car in respect of or in connection with which indemnity is granted under this Policy.

### ENDORSEMENT M6 – BREAKAGE OF GLASS IN WINDSCREEN OR WINDOWS

In consideration of an additional premium the indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Car following breakage of such glass (provided there is no further damage to the Motor Car) up to an amount not exceeding the amount stated in the Schedule under this endorsement and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause.

For the purpose of this endorsements any requirement in the Policy or any endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

Provided that following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional premium paid.

### ENDORSEMENT M7 – CAR POOLING ARRANGEMENTS

It is hereby noted and agreed that the carrying of passengers in connection with car-pooling arrangements and the payments made by the passengers thereunder for any of them towards the running expenses of the motor car shall not be deemed to constitute the use of the motor car for hire or reward.

**ENDORSEMENT M8 – EXCLUSION OF DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUORS OR DRUGS**

Notwithstanding anything stated or not stated or contained herein to the contrary it is hereby clearly and unequivocally understood and agreed that in the event of any accident occurring or any occurrence taking place or arising in any manner whatsoever and/or howsoever whilst any vehicle described in the Schedule hereto is being driven or used by the Insured or by any person on the order or request or with the permission of the Insured after consuming, voluntarily or involuntarily any intoxicating drinks, liquors or drugs whatever the content or level or concentration of such intoxicating drinks, liquors or drugs whether or not such content level or concentration of intoxicating drinks, liquors or drugs is found in the Insured, and/or such person, and if found whatever its content, level or concentration, this policy shall be inoperative, null and void and the Company shall not indemnify the Insured and/or the driver of the said vehicle in any respect or respects whatsoever and/or howsoever and/or be responsible in any manner whatsoever legally or otherwise.

**ENDORSEMENT M9 – EXCLUSION OF CERTAIN CLASSES OF DRIVERS**

Notwithstanding anything contained in the Policy and endorsement M3 to the contrary it is hereby noted and agreed that the Company shall not be liable for any claim whatsoever under this policy if the Insured car is driven by any of the following:-

- (i) A person who is a holder of a provisional driving licence or
- (ii) A person who does not possess minimum of 1 year Singapore full driving licence or
- (iii) A person who is below the age of 21 years.

Provided that this endorsement shall not apply to persons named in the Schedule as authorised drivers.

**ENDORSEMENT M9A – EXCLUSION OF CERTAIN CLASSES OF DRIVERS**

Notwithstanding anything contained in the policy and endorsement M3 to the contrary it is hereby noted and agreed that the Company shall not be liable for any claim whatsoever under this policy if the Insured car is driven by any of the following:-

- (i) A person who is a holder of a provisional driving licence or
- (ii) A person who does not possess minimum of 2 years Singapore full driving licence or
- (iii) A person who is below the age of 21 years.

Provided that this endorsement shall not apply to person named in the Schedule as authorised drivers.

**ENDORSEMENT M10 – AVERAGE CLAUSE**

The insured having declared in the proposal mentioned in this policy the value of the vehicle hereby insured and the premium of this policy having been calculated on such value it is hereby understood and agreed that if the said Motor Car shall at the time of the happening of any loss or damage insured against be of greater value than the amount declared as aforesaid the Insured shall be considered as being his own insurer of the difference and shall bear a rateable proportion of the loss accordingly.

**ENDORSEMENT M11 – TOTAL LOSS**

It is hereby understood and agreed that in the event of any claim arising under Section I of the Policy the Company may at its own option settle claim on total loss basis and pay in cash the insured value (less depreciation) or the market value of the car whichever is less after deducting the excess applicable under the policy and the Insured shall surrender the car, the log book and the Certificate and Policy of Insurance to the Company on its exercising such option and shall execute such documents as may be required to effect a transfer of the car.

**ENDORSEMENT M12 – EXCLUSION OF ACCESSORIES**

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 in respect of loss of or damage to car radios tape recorders record players or any other extra accessories or ornaments not fitted by the manufacturer of the Motor Car unless such item have been declared to the Company and if required additional premium paid.

**ENDORSEMENT M13 – CAR RADIO/CASSETTE PLAYER**

In consideration of an additional premium the indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the actual cost of repairing or replacement of the built-in radio/cassette player up to an amount not exceeding the amount stated in the Schedule and that this shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

For the purpose of this endorsement any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

Provided that following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional premium paid.

**ENDORSEMENT M14 – COMPANY CAR**

It is hereby understood and agreed that Section IV and Sub-Section I (ii) of Section II of this Policy are deemed to be cancelled.

**ENDORSEMENT M16 – 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 Section III & IV of this Policy are deemed to be cancelled.

**ENDORSEMENT M17 – THIRD PARTY FIRE & THEFT EXCESS**

It is understood and agreed that notwithstanding anything to the contrary contained in the Section I of this policy the Insured in respect of each and every event shall be responsible for the amount stated in the Schedule as excess under this endorsement (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder.

If the expenditure by the Company shall include the amount for while the Insured is responsible 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 car in respect of or in connection with which indemnity is granted under this Policy.

#### **ENDORSEMENT M18 – THIRD PARTY ONLY**

It is hereby understood and agreed that Section I (and its Exceptions) III and 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 Car in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof of any driver or employee of the Insured.”

#### **ENDORSEMENT M19 – REFUND OF PREMIUM**

Notwithstanding anything contained or stated in the Policy to the contrary or not contained or stated it is hereby noted acknowledged and agreed that no refund or return of any premium of the Policy or any part thereof shall be made to the Insured unless and provided:

- (i) payment of the premium has been made directly to the Company by the insured and such payment has been acknowledged by the Company by the issue of its official receipt; or
- (ii) payment of the premium has been made directly to the Company's authorised agent(s) and such payment has been acknowledged by the Company's authorised agent(s).

In the event of the operation or application of the second condition or proviso herein stated it is also hereby noted acknowledged and agreed that the return or refund or any premium or any premium or any part thereof shall also be made to the Company's authorised agent(s) exclusively and evidence of such payment will discharge the Company's liability in this regard absolutely.

#### **ENDORSEMENT M20 – ALTERATION OF TERMS AND CONDITIONS OF COVER**

It is hereby noted and agreed that the Company may at any time during the currency of the Policy alter or change or amend or vary any of the terms conditions exceptions or endorsements of the Policy or may impose or increase an excess for any amount at its entire discretion by giving the Insured seven days' notice.

#### **ENDORSEMENT M21 – REPLACEMENT PARTS**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the Motor Car or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Car is held for repair or in the event of the Company exercising the option under Section I 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 Manufacturers or his Agents for the Country in which the Motor Car is held for repair or
- (ii) If no such catalogue or price list exists the price last obtaining the Manufacture's Works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Car is held for repair and the amount of the relative import duty.

and (b) the reasonable cost of fitting such part.

#### **ENDORSEMENT M22 – DRIVER EXCESS**

It is hereby understood and agreed that notwithstanding anything to the contrary in any section of this policy the Insured in respect of each and every event shall be responsible for the amount stated in the Schedule as excess under this endorsement (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder whilst the Motor car in respect of which indemnity is granted by this policy is being driven by or is for the purpose of being driven by him in the charge of:-

- (i) A person who is a holder of a provisional driving licence or
- (ii) A person who does not possess minimum of 1 year Singapore full driving licence or
- (iii) A person who is below the age of 21 years.

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 the Motor Car.

Provided that if the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder such amount shall be repaid to the Company forthwith.

Provided further that the excess under this endorsement shall be in addition to any excess which may be applicable under the Policy.

This Endorsement supersedes Endorsement M3 if applicable under the Policy.

#### **ENDORSEMENT M25 – DRIVING LICENCE**

Notwithstanding anything contained in the Policy to the contrary the company shall not be liable to make any payment whatsoever under this Policy provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Car or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the Motor Car.

#### **ENDORSEMENT M26 – ADDITIONAL EXCESS FOR ACCIDENTS, LOSS OR DAMAGE OCCURRING OUTSIDE SINGAPORE**

It is hereby understood and agreed that an additional excess of S\$1000.00 over and above other excess(es) applicable under different endorsement(s) of this policy shall apply for accidents, loss or damage occurring outside the geographical limits of Singapore.

#### **ENDORSEMENT M27 – NON CANCELLATION CLAUSE**

The Company undertakes to obtain the consent of the Hire Purchase Owner(s) described in the Schedule of the Policy prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Hire Purchase Owner(s) immediately of any other material changes which are proposed to be made in the terms of the insurance.

#### ENDORSEMENT M28 – PREMIUM WARRANTY CLAUSE

1. Notwithstanding anything herein contained to the contrary and subject only and without prejudice to Clause 2 hereinafter set out it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the Company, the registered broker or registered agent through whom this policy was effected:-
  - (a) When the period of insurance is 60 days or more, with SIXTY (60) days from the:-
    - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note or
    - (ii) EFFECTIVE date of the coverage stated on the Endorsement, if any, issued under the policy, Renewal Certificate or Cover Note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement or
    - (iii) ISSUANCE date of each Endorsement if any issued under the Policy, Renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before the issuance date:
  - (b) When the period of insurance is LESS than SIXTY (60) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.
2. In the event any of the abovementioned premium is not paid in full to the company, registered broker or registered agent as described above in the manner and within the time stipulated above (the “premium warranty period”), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the company shall be discharge from all liability therefrom but without prejudice to any liability incurred before that date and the company will be entitled to a pro-rata time on risk premium subject to a minimum of S\$25/-

#### MEMO 1 – SHORT PERIOD RATES

The Following scale of rates shall apply to policies issued or renewed for less than 1 year and shall also be used in calculating return premiums on policies cancelled and not replaced:-

##### PERIOD

Not exceeding	1 week	-	1/8 of the annual premium
	1 month	-	1/4 of the annual premium
	2 month	-	3/8 of the annual premium
	3 month	-	1/2 of the annual premium
	4 month	-	5/8 of the annual premium
	6 month	-	3/4 of the annual premium
	8 month	-	7/8 of the annual premium
	8 month	-	Full annual premium
Exceeding	8 month	-	Full annual premium

**IMPORTANT:** The abovementioned endorsements if stated in the Schedule as being applicable to the insured form part of the policy.

Please read and examine the policy carefully and if incorrect return it immediately for alteration.

If the policy does not meet your requirement or you do not agree to any of its terms, conditions and exceptions please return the policy for cancellation immediately on receipt of it or within 15 days thereof.



## ENDORSEMENTS

The following endorsements will apply only if it is mentioned in the Policy Schedule.

### ENDORSEMENT 25 - STRIKE, RIOT AND CIVIL COMMOTION

It is hereby understood and agreed that the words "strike riot civil Commotion" in General Exception 2 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 minimizing 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 minimizing 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 the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power 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  
Subject otherwise to the Terms of this Policy

### ENDORSEMENT 57 - INCLUSION OF SPECIAL PERILS

It is hereby understood and agreed that Section I of this Policy shall extend to cover damage to the motor vehicle by flood typhoon hurricane earthquake. It is further understood and agreed that the words "flood typhoon hurricane earthquake or other convulsion of nature" in General Exception 2 of this Policy are deemed to be deleted.

### ENDORSEMENT 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 dismounting from or travelling in the Motor Vehicle such person being herein-after 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 fulfill and be subject to the terms of this Policy in so far as they can apply.

#### Exceptions

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.

## **ENDORSEMENTS**

**The following endorsements will apply only if it is mentioned in the Policy Schedule.**

### **AMENDED CONDITION 5 ENDORSEMENT**

5. **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.

For the purpose of complying with this requirement, the Insured or any person claiming to be indemnified shall arrange for the Motor Vehicle to be delivered to any Independent Damage Assessment Centre (Idac) accredited by the General Insurance Association of Singapore for inspection of the damage. This shall be done within twenty-four hours of an occurrence of damage to the Motor Vehicle or its reasonable discovery. If the Motor Vehicle is not delivered to any Idac for inspection within twenty-four hours, the Insured or any person claiming to be indemnified shall: i) proceed with an Idac inspection as soon as possible; and ii) write to the Company stating the reason for the inability to have the inspection carried out within twenty-four hours. But the inspection must be carried out before the Motor Vehicle is delivered elsewhere for repair. The requirement for inspection of damage at an Idac is waived in the case where damage is limited to the Motor Vehicle windscreen/s. The Company may at its sole discretion consider waiver of compliance with this requirement for inspection at any Idac in exceptional circumstances.

- 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 such a claim to the Company within fourteen 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.

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT (Effective 1<sup>st</sup> January 2002)**

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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power,

or

Any act of terrorism

For the purpose of this endorsement 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 endorsement 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 (1) and/or (2) above.

If the Insurer allege that by reason of this exclusion, 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## ENDORSEMENTS

The following endorsements will apply only if it is mentioned in the Policy Schedule.

### Notification Clause

- 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 24 hours of the accident or by the next working day thereof.
- 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.
- 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 1 and Section 2 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-PRIVATE VEHICLES

50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

#### NCD-MOTORCYCLES AND COMMERCIAL VEHICLES

20%	15%
15%	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.

## **ENDORSEMENTS**

**The following endorsements will apply only if it is mentioned in the Policy Schedule.**

### **No Claim Discount Protection Clause**

"It is hereby understood and agreed that the Company will at the request of the Insured who has accumulated 50% No Claim Discount (NCD) protect the 50% NCD entitlement in this Policy as follows:

<b>No. of claim made or arisen during the Period of Insurance</b>	<b>NCD entitlement on renewal of the Policy</b>
<b>One</b>	<b>50%</b>
<b>Two</b>	<b>20%</b>
<b>Three or more</b>	<b>Nil</b>

This No Claim Discount Protection is not applicable to cases involving the loss of NCD as a result of not reporting or late reporting of accidents as set out under the Policy."

**Please note :-**

- i) NCD Protector is not be transferable to another Insured.
- ii) Having an NCD Protector will not necessarily protect you against non-renewal or cancellation of your policy by your insurer