



## MOTOR CAREPLUS POLICY

### OUR AGREEMENT

In consideration of **you** having applied to **us** to insure **your vehicle** by a proposal and declaration which shall be the basis of this contract and having paid to **us** the premium stated in the **Policy** Schedule in accordance with the laws of Singapore, **We** will indemnify **you** against loss, damage or liability as described in this **Policy** occurring during the **Period of insurance** subject to the terms, conditions, **endorsements**, clauses or warranties forming part of this **Policy**.

### SECTION 1 – LOSS OR DAMAGE TO YOUR VEHICLE

1. **We** will indemnify **You** for the loss or damage to **Your Vehicle** and its **accessories** as a result of :
  - Accidental collision or overturning;
  - Fire, external explosion, self-ignition, lightning;
  - Burglary, theft, housebreaking or impact by falling objects;
  - Malicious act;
  - Flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsions of nature.
2. **We** will at **our** option, to repair, reinstate, replace or offer a cash settlement for the loss of or damage to **your vehicle** or its **accessories**. **We** will not pay more than the **market value** of **your vehicle** and its **accessories** at the time of its loss or damage.
3. **We** are only legally accountable for making a payment under this Section if **you** do the following :
  - **We** are permitted to examine the nature and extent of the loss or damage to **your vehicle** before it is being repaired;
  - **You** have not attempted to recover any monies from any other person.
4. If **your vehicle** is under a hire purchase or leasing agreement, **we** will pay any cash settlement to the legal owner of **your vehicle** named in the Schedule.
5. If **your vehicle** is immobilised as a result damage from an accident, **we** will pay a reasonable towing charge of up to \$300.
6. If **your windscreen** is damaged due to an accident, **we** will pay the cost of repair or replacement provided that :
  - The repairs or replacement are carried out at the **windscreen** repairer **we** have appointed or approved; and
  - **You** have informed **us** prior to any repair or replacement of **your windscreen**.However, **we** will not pay for the cost of any solar film or similar as a result of repair or replacement of the **windscreen**.

7. **We** will not pay for :
  - Any loss or damage arising from a criminal breach of trust;
  - Consequential losses of any nature;
  - Depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages of **your vehicle**; and pre-existing damage that was not caused by or during the accident;
  - Any loss of use to **your vehicle** or transport expenses or any losses due to unavailability of spare parts or **accessories**;
  - Any loss or damage to personal effects or items in **your vehicle**;
  - Any loss or damage to **accessories** not installed by the car distributor or manufacturer;
  - Any damage to tyres or rims unless **your vehicle** has undergone other damage at the same time from the accident;
  - **Excess, additional excess, unnamed driver excess** and Goods & Services Tax (GST), where applicable.
  - Loss or damage to **your vehicle** while being transported by sea (including loading and unloading as parts of the journey)
  - Any damage and/or loss to your vehicle if your claim is lodged after fourteen (14) days of occurrence of the loss which includes the day of the Accident. The fourteen (14) days grace period is extended to thirty (30) days if you elect to file your Third Party claims with any of our authorised workshop



## SECTION 2 – YOUR LEGAL LIABILITY THIRD PARTIES

1. **We** will indemnify **you** or **your authorised driver** for the amount that **you** or **your authorised driver** are legally liable arising from any accident involving **your vehicle** for the :
  - Death of or bodily injury to any person; and
  - Damage to property up to S\$5,000,000 for any one claim or series of claims arising from one event.
2. **We** will pay all costs and expense paid or agreed to if **you** have **our** written consent related to any claim under this Section.
3. **We** will not be liable for death or bodily injury which **you** can be compensated for under the Work Injury Compensation Act (WICA).

## SECTION 3 – MEDICAL EXPENSES (Comprehensive Cover Only)

1. **We** will reimburse **you**, **your authorised driver** or any passenger in **your vehicle** for reasonable medical expenses for up to S\$300 which **you** have paid as a result of an accident directly involving **your vehicle**.

## SECTION 4 – PERSONAL ACCIDENT BENEFITS (Comprehensive Cover Only)

1. **We** will pay **you** or **your** personal representative the amount shown in the scale of compensation for Death or Bodily Injury as a result of an accident involving **your vehicle**, while **you** are the driver of, or passenger in **your vehicle**, provided always that :
  - Death or bodily injury is caused by violent, accidental, external and visible means which is independent of any cause (except medical or surgical treatment consequent of such injury)
  - Death or bodily injury occurs within 3 calendar months of the accident;
  - Death or bodily injury that is not arising directly or indirectly out of intentional self- injury, suicide or attempted suicide, physical defect or infirmity;
  - The accident has not arisen when **you** are under the influence of intoxicating liquor, alcohol, drugs or medication;

Scale of Compensation		
1	Death	S\$20,000
2	Total & irrecoverable loss of 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 of 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 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 or 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 **our** total liability shall not in the aggregate exceed the sum of S\$20,000 during any one **period of insurance**.

If **you** have more than one insurance **policy** with **us**, **we** will make a payment from one **policy** only.



## GENERAL CONDITIONS

### 1. Interpretation

This **Policy** and 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 the **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 **us**.

### 3. Maintenance & Care of Your Vehicle

**You** must take all reasonable steps to safeguard **your vehicle** from loss or damage and to maintain it in an efficient and road-worthy condition.

Should **your vehicle** be involved in an accident or breaks down, it must not be left unattended without proper precautions being taken to prevent further loss or damage.

### 4. Notification of Accident & Claims Procedure

If **your vehicle** is involved in an accident, damaged or lost, (notwithstanding whether it would give rise to a claim, **you** must do the following :

- Report the accident, damage or loss to any one of **our** authorised reporting centres within 24 hours or by the next working day. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition will additionally result in the reduction of **your** No Claim Discount as set out under Clause 9 of General Conditions
- **You** must make **your vehicle** available for inspection at an accident reporting centre, whether or not **your vehicle** has suffered any visible damage and whether or not **you** plan to claim under this **policy** or claim against any other person.
- Inform **us** immediately about any claim by a third party, or any writ, letters, summons, offer of composition or notice of any other proceedings **you** have received.
- Not admit to any legal responsibility or make any offer or payment of any kind without **our** written consent.
- In case of theft or other criminal act, **you** must report to the police and cooperate with **us** in convicting the offender.

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 **your** claim being denied indemnity under both Sections 1 and 2 of the **Policy** in respect of that particular accident and/or occurrence.

### 5. Conduct of Legal Proceedings

**We** are entitled at **our** discretion to :

- In **your** name or anyone claiming the cover under this **Policy**, take over and conduct the defence or settlement or to prosecute in **your** name of any claim against **you** or such person;
- In **your** name or the name of such a person, pursue for **our** benefit any claim for loss or damage against any person responsible for the loss or damage.

**You** must provide **us** all information, documents and assistance **we** may require from **you**, **your** employees, servants or agents, including any changes in the contact details and have full co-operation and assistance of **your authorised driver**, including interviews and where necessary, attend court if **we** request so as to process the claim.

### 6. Condition Precedent (*Applicable to New Policy*)

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

- a. **you** must not have any **Policy** terminated in the last 12 months due solely or in part to a breach of any premium payment condition;
- b. if **you** have declared to **us** the breach of any premium payment condition in respect of previous **Policy** taken up with another insurer in the last 12 months:-
  - i. **you** have to fully pay all outstanding premium for the time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous **Policy**; and
  - ii. a copy of the written confirmation from the previous insurer to this effect is first provided to **us** before **your Policy** takes effect.



## 7. **Observance**

Notwithstanding the above, the indemnity afforded under this **policy** shall be forfeited if the circumstances in which the insurance was entered into shall have been altered without notice to **us** and **our** written consent to continue with the insurance.

## 8. **Geographical Area**

This **Policy** provides cover when **your vehicle** is within the following geographical areas :

- The Republic of Singapore
- West Malaysia
- Part of Thailand within 80 km from the border of West Malaysia

## 9. **No-Claim Discount (NCD)**

If no claim has been made on this **Policy**, the renewal premium shall be reduced with a discount on **your** premium according to the following scale when **you** renew **your Policy** :

<b>Consecutive number of Accident Free Years</b>	<b>NCD</b>
1 year	10%
2 years	20%
3 years	30%
4 years	40%
5 years	50%

If there is a claim made under the **policy**, the NCD will be revised as follows :

<b>Current NCD</b>	<b>NCD after one claim</b>
50%	20%
40%	10%
30% or less	0%

If **you** fail to report an accident under clause 4 of the General Conditions, the NCD will be affected as follows :

<b>Current NCD</b>	<b>NCD upon renewal (non-reporting)</b>
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%

## 10. **Other Insurance**

If at the time of claim under this **Policy**, there is any other insurance covering the same loss, damage or liability, **we** shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation costs or expenses.

## 11. **Jurisdiction & Governing Laws**

This **Policy** is governed by the laws of Singapore and future changes to these laws, if any. **We** will not be bound by any judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction of the Republic of Singapore.



## 12. Avoidance of Certain Terms & Right of Recovery

If **we** are obliged by virtue of the Legislation or 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, or the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189), or any subsequent changes to any of these laws or agreements to pay an amount for which **we** would not otherwise be liable under this **Policy**, **you** or **your authorised driver** shall repay the amount to **us**.

## 13. Dispute Resolution

Any dispute or differences arising from or in connection with this **Policy** will be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC). If the dispute cannot be referred to or dealt with in FIDReC, it will be then be referred to and finally resolved by arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre which applies at the time of the dispute.

## 14. Cancellation of Policy

**We** may cancel this **Policy** by giving **you** seven (7) days' notice at **your** last known mailing address and **you** must return **your** original certificate of insurance to **us**.

**You** may also cancel this **Policy** by contacting **us** in writing and returning **your** original certificate of insurance to **us**.

The premium refund for cancellation of policies will be worked out as follows :

### a. When **you** cancel the **Policy** :

Premium Refund =

0.85 x Premium x the unexpired **period of insurance** (days) ÷ The original **period of insurance** (days)

### b. When **we** cancel the **Policy** :

Premium Refund =

Premium x the unexpired **period of insurance** (days) ÷ The original **period of insurance** (days)

However, no refund will apply when :

- Claim(s) (including **windscreen** claim(s)) have been made or have arisen under the **Policy**.
- One or more claims have been paid under or in connection with the **Policy**.
- **Your** premium refund is less than \$5.

If **your Policy** is cancelled prior to the effective date of the insurance, a minimum premium of S\$50 (inclusive of GST) will be charged

## 15. Premium Payment Warranty (*This warranty applies where the Policy is issued to a corporate entity*)

- Notwithstanding anything herein contained but subject to clause (b) hereof, it is hereby agreed and declared that if the **period of insurance** is 60 days or more, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this **Policy** was effected) within 60 days of the inception date of the coverage under the **Policy**, Renewal Certificate or Cover Note.
- In the event that any premium due is not paid and actually received in full by **us** (or the intermediary through whom this **Policy** was effected) within the 60-day period referred to above, then:
  - i. The cover under the **Policy**, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
  - ii. The automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - iii. **We** shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50.
- If the **period of insurance** is less than 60 days, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this **Policy** was effected) within the **period of insurance**.

**16. Payment Before Cover Warranty (This warranty applies where the Policy is issued to an Individual)**

a. The premium due must be paid to **us** (or the intermediary through whom this **Policy** was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to **us** or the intermediary when one of the following acts takes place:

- i. Cash or honoured cheque for the premium is handed over to **us** or the intermediary;
- ii. A credit or debit card transaction for the premium is approved by the issuing bank;
- iii. A payment through an electronic medium including the internet is approved by the relevant party;
- iv. A credit in favour of **us** or the intermediary is made through an electronic medium including the internet.

b. In the event that the total premium due is not paid to **us** (or the intermediary through whom this **Policy** was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by **us**. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

## GENERAL EXCLUSIONS

**1. Driving & use of your vehicle**

**We** will not be liable for any accident, loss, damage, injury or liability where **your vehicle** is being used or driven :

- Outside the Geographical Area
- Outside the 'limitations as to Use' as shown in the Certification of Insurance
- **You** drive **your vehicle** when **you** have declared yourself as a non-driving insured. A non-driving insured is not an **authorised driver**.
- By any person other than an **authorised driver**;
- By any person not allowed to drive in accordance with the licensing or other laws or regulations to drive;
- By any person who is trying to hurt himself / herself or with the intent to commit suicide;
- By any person under the influence of intoxicating liquor, alcohol, drugs or medication;
- When it has exceeded its legal seating capacity;
- When it is not registered under the Road Traffic Act, 1970 or when its registration has been cancelled under the relevant terms of Road Traffic Act, 1970, as amended from time to time;
- Where it has undergone modifications that have not been approved by the Land Transport Authority (LTA) in accordance with the Road Traffic (Motor Vehicles, registration and Licensing) Rules or by any similar relevant regulatory authority.
- Arising to any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.

**2. Purposeful & deliberate actions or in actions**

**We** will not be liable for any accident, loss, damage, injury or liability if the claim is :

- In any way false or fraudulent in nature;
- Wilfully caused by **you** or anyone with **your** permission or knowledge;
- Exaggerated and/or supported by false declarations and/or documents;
- Result from the breaking of any laws, regulations or rules.

**3. War Risks**

**We** will not be liable for any claims for loss or damage directly or indirectly caused by or owing to war, invasion or any similar events, such as civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

**4. Terrorism**

**We** will not be liable for any claims for loss or damage directly or indirectly caused by or owing to any **act of terrorism**, including any act of **nuclear, chemical or biological terrorism**.

**5. Nuclear Risks**

**We** will not be liable for any claims for loss or damage directly or indirectly caused by or contributed by radioactivity; use of any nuclear fuel, material or waste escaping into the environment.

**6. Rights of Third Party**

A person who is not a party to this contract of insurance will have no right under the Contracts (Right of Third Parties) Act 2001 (Chapter 53B) and subsequent revisions of the Act, if any, to enforce any of its terms.



## 7. IT Clarification Clause

Property damage covered under the **Policy** shall mean physical damage to the substance of property.

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

Consequently the following are excluded from the **Policy** :

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

## ENDORSEMENTS

The following **endorsements** apply where they are identified and stated in the Schedule, subject otherwise to the terms, conditions and exclusions of the **Policy**.

### Accessories

Notwithstanding anything within contained to the contrary it is hereby declared and agreed that **we** shall not be liable under this **Policy** in respect of loss of or damage to car radios, compact disc players, air-conditioners or any other extra **accessories** or ornaments not fitted by the Manufacturer of the motor vehicle unless such items have been declared to **us** and if required additional premium is paid.

### Air-Conditioning Unit & Car Radio/CD Player

The Insured estimate of the value including **accessories** and spare parts stated in the **policy** schedule shall include the Air-Conditioning unit and the built in Radio/CD Player and **our** liability in the event of loss or damage shall be limited to :

- (a) Air-Conditioning unit – actual cost of repairs or in the event of total loss to the full replacement value
- (b) Radio/CD Player – S\$1,000.

### Claims Option

It is hereby understood and agreed that in the event of damage occurring to any vehicle in respect of which indemnity is granted by this **Policy**, **we** shall have the option of paying the **market value** of the **your vehicle**, not exceeding the amount insured, and of taking over **your vehicle**, the **Policy** being deemed cancelled without refund of premium as from the date of payment to **you**. Notwithstanding the foregoing **you** may retain **your vehicle**, provided that an amount equal to the highest offer for the wreck is deducted from the amount payable for the total loss.

### Personal Accident Benefit for Third Party Fire and Theft and Third Party cover while driving the insured vehicle

We will pay **you** or **your** personal representative the amount shown in the scale of compensation for Death or Bodily Injury as a result of an accident involving **your vehicle**, while **you** are the driver of **your vehicle**, provided always that :

- Death or bodily injury is caused by violent, accidental, external and visible means which is independent of any cause (except medical or surgical treatment consequent of such injury)
- Death or bodily injury occurs within 3 calendar months of the accident;
- Death or bodily injury that is not arising directly or indirectly out of intentional self- injury, suicide or attempted suicide, physical defect or infirmity;
- The accident has not arisen when **you** are under the influence of intoxicating liquor, alcohol, drugs or medication;



Scale of Compensation		
1	Death	S\$20,000
2	Total & irrecoverable loss of 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 of 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 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 or ankle of one hand or one foot	S\$10,000

Payment shall be made under only one of sub-section (1) to (6) in respect of any one occurrence and **our** total liability shall not in the aggregate exceed the sum of S\$20,000 during any one **period of insurance**.

If **you** have more than one insurance **policy** with **us**, **we** will make a payment from one **policy** only.

**We** will reimburse **you** for reasonable medical expenses for up to S\$300 which **you** have paid as a result of an accident directly involving **your vehicle**.

#### **Accidents to Passengers and authorised driver (other than the Insured)**

**We** will pay compensation for Death or Bodily Injury as shown in the scale of compensation below suffered by a passenger or **authorised driver** as a result of an accident involving **your vehicle** when travelling or driving in **your vehicle**, provided always that:

- Death or bodily injury is caused by violent, accidental, external and visible means which is independent of any cause (except medical or surgical treatment consequent of such injury)
- Death or bodily injury occurs within 3 months of the accident;
- Death or bodily injury that is not arising directly or indirectly out of intentional self-injury, suicide or attempted suicide, physical defect or infirmity;
- The accident has not arisen when the passenger is under the influence of intoxicating liquor, alcohol, drugs or medication;

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

Payment shall be made under only one of sub-section (1) to (6) in respect of any one occurrence and **our** total liability shall not in aggregate exceed the sum of S\$10,000 during any one **period of insurance**

#### **Breakage of Glass in Windscreen or Windows**

**We** will pay the cost of repair or replacement for any broken glass in the **windscreen** of **your vehicle** under Section 1 of this **Policy** (provided that there is no further damage to **your vehicle**). If **you** make a claim under this **Endorsement** alone, then this shall be deemed not to be a claim for the purposes of the No Claim Discount clause. **You** will have to pay an **Excess** as specified in the Schedule for every claim made against **us**.

#### **Damage to Solar Film as a Result of Breakage of Glass on windscreen**

In consideration of an additional premium the indemnity provided by Section 1 of this **policy** is deemed to extend to any claim by **you** for the cost of reinstating any solar film in the **windscreen** or in the windows of **your vehicle** following breakage of the **windscreen** (provided there is no further damage to the **your vehicle**) up to an amount not exceeding the limit specified in the Schedule and that this shall be deemed not to be a claim for the purposes of the No Claim Discount clause.

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.

#### **Damage to Sunroof**

In consideration of an additional premium the indemnity provided by Section 1 of this **policy** is deemed to extend to any claim by **you** for the cost of reinstating the sunroof (provided there is no further damage to **your vehicle**) up to an amount not exceeding the limit specified in the Schedule and that this shall be deemed not to be a claim for the purposes of the No Claim Discount clause.



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 3(p) - Third Party Only**

It is hereby understood and agreed that Section 1, 3 & 4 of this **Policy** are deemed to be cancelled.

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

"Condition 3. **You** shall take all reasonable steps to maintain the motor vehicle in efficient condition and **we** shall have at all times free and full access to examine **your vehicle** or any part thereof or any driver or employee of the **policyholder**".

#### **Endorsement 3(q) - Third Party Fire & Theft**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this **Policy** **we** shall not be liable hereunder except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary, housebreaking or theft.

It is further understood and agreed that Section 3 and 4 of this **Policy** are deemed to be cancelled.

#### **Endorsement No. 15 - Hire Purchase**

It is hereby understood and agreed that the party named in the Schedule (hereinafter referred to as the Owners) are the owners of the motor vehicle and that the motor vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one part and the **policyholder** of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section 1 of this **Policy** shall be made to the Owners as long as they are the owners of the motor vehicle and their receipt shall be full and final discharge to **us** in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this **Policy** is issued to **you** namely the party named in the Schedule as the principal party and not as agent or trustee for the Owners and 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 is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this **Policy** without **our** prior consent in writing.

#### **Endorsement No. 15a - Employers' Loan**

It is understood and agreed that the party named in the Schedule (hereinafter referred to as the Employers) are interested in any moneys which but for this **Endorsement** would be payable to the insured under this **Policy** in respect of loss of or damage to the motor vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be paid to Employers until such time as notice is given by them to **us** that they have no further financial interest in the insured vehicle, and their receipt shall be a full and final discharge to **us** in respect of such loss or damage.

Save as by this **Endorsement** expressly agreed nothing herein shall modify or affect **your** rights and liabilities or **our** rights and liabilities respectively under or in connection with this **Policy**.

#### **Endorsement No.30 - Replacement Parts**

It is hereby understood and agreed notwithstanding anything to the contrary contained in the **Policy** that in the event of loss or damage to **your vehicle** or its **accessories** or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the motor vehicle is held for repair or in the event of the Company exercising the option under Section 1-2 to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to :

- (a) (i) the price quoted in the latest catalogue or price list issued by the manufacturer's or his Agents for the Country in which the motor vehicle is held for repair or
  - (ii) if no such catalogue or price list exists the price last obtaining at the manufacturer's Work plus the reasonable cost of transport otherwise than by air to the country in which **your vehicle** is held for repair and the amount of the relative import duty;
- (b) the reasonable cost of fitting such part.

**We** shall be under no liability under the said section to make any payment on the basis that the value or usefulness of the vehicle is lessened or destroyed by reason of the fact that no such part or accessory is out of production and not obtainable.

**Endorsement No.72 - Legal Liability of Passengers for Acts of Negligence**

It is hereby understood and agreed that **we** will at the request of the Insured indemnify in terms of Section 2 of this **policy** any person mounting into dismounting from or travelling in **your vehicle** such person being hereinafter called "the Passenger".

Provided that the Passenger:

- (i) is not driving **your vehicle** or in charge of **your vehicle** for the purpose of driving;
- (ii) is not entitled to indemnity under any other **Policy**;
- (iii) shall as though he were the **policyholder** observe, fulfil and be subject to the terms of this **Policy** in so far as they can apply.

**We** shall not be liable in respect of:

- (a) death of or bodily injury to
  - (i) **you**;
  - (ii) any person driving the motor vehicle or in charge of the motor vehicle for the purpose of driving;
  - (iii) 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 **policyholder** or of the Passenger or being conveyed by **your vehicle**.

**Excess Clause (Own Damage Claims)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this **Policy** the Insured in respect of each and every event shall be responsible for the first amount specified in the Schedule (or any less expenditure which may be incurred) 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 Vehicle.

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

**Excess Clause (Third Party Claims)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 2 of this **Policy** the Insured in respect of each and every event shall be responsible for the first amount specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder (including any payments in respect of cost and expenses and of any expenditure by **us** in the exercise of its discretion under General Conditions 4 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 **you** to **us** 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 vehicle in respect of or in connection with which indemnity is granted under this **Policy**.

**Excess Clause - Elderly or Young and/or Inexperienced Drivers**

Notwithstanding anything herein contained to the contrary it is hereby declared and agreed that in the event of each and every claim arising under Section 1 of this **Policy**, the amount specified in the Schedule shall apply in addition to any other **Excess(es)** when at the time of an accident **your vehicle** is driven by a person (whether named or unnamed) who is below 26 years of age and/or has held a driving license for less than 2 years or is above 70 years of age.

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

**Incentive Discount Scheme for Offence Free Drivers**

It is hereby noted and agreed that **you** are entitled to a further 5 per cent discount under the Incentive Discount Scheme for Offence Free Drivers.

**No Claim Discount (NCD) Protection**

It is agreed that the No Claim Discount (NCD) entitlement in this **Policy** is protected as follows:-



No. of claims made or arisen during the Period of Insurance	NCD Entitlement on Renewal of the Policy	
	Where existing NCD entitlement is 40%	Where existing NCD entitlement is 50%
One	40%	50%
Two	10%	20%
Three or more	Nil	Nil

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**.

The No Claim Discount Protection applies only when **policy** is renewed with **us**.

## DEFINITIONS

**Accessories** refers to all audio, video and other standard equipment fitted into the car by the manufacturer or distributor at the tie your car was originally bought. These standard fittings are covered under the Policy.

**Act of terrorism** refers to an act (which may not necessarily involve the use of force or violence) by any person or group, committed for political, religious, ideological or other purposes, with the aim of influencing the government or to put the public, or section of the public in fear.

**Additional excess** refers to the amount that you have to bear, in addition to the excess shown in the Schedule or Certificate of Insurance when you make a claim on the Policy.

**Application form** refers to the application form completed and signed by you for a motor insurance policy.

**Authorised driver** refers to any person driving your vehicle on your order or with your permission. The person must have a valid driving licence driving to drive in Singapore who is not under any suspension or disqualification by law to drive.

**Biological agent** refers to any pathogenic micro-organism or biologically produced poison including genetically modified and chemically synthesized toxins which cause illness or death in people, animals or plants.

**Chemical agent** refers to any compound which, when released into the atmosphere, produces damaging or lethal effects on people, animals, plants and physical property.

**Endorsement** refers to a clause or clauses under which we may make changes to the cover we provide. The endorsement which applies to your Policy is printed on the schedule or certificate of Insurance.

**Excess** refers to the amount printed on the Schedule or Certificate of Insurance which you must bear for every accident claim under the Policy. This is subject to GST.

**Market value** refers to the cost of replacing your vehicle with one of similar specifications (i.e. make and model), similar condition and age as prevailing immediately before the time of the loss or accident.

**Elderly Driver** refers to anyone who is above 70 years of age.

**Named Driver** refers to the drivers named in the Schedule or Certificate of Insurance with the same excess as you. Authorised drivers not named in the Schedule will have to pay an unnamed driver excess printed on the Schedule or Certificate of Insurance.

**Nuclear, chemical or biological terrorism** refers to the utilisation of any nuclear device or releasing any solid, liquid or gas chemical agent during an act of terrorism.

**Period of insurance** refers to the period of time of insurance which your vehicle is insured under the Policy as printed on the Schedule or Certificate of Insurance.



**Policy** refers collectively to this Policy, your application form, your declarations, the Schedule, the Certificate of Insurance and any endorsements we have issued under this Policy.

**Unnamed Driver** refers to any person who is authorised by you to drive your vehicle but who is not named in the Schedule or Certificate of Insurance.

**Unnamed Driver Excess** refers to the excess that you have to pay as well as the excess and additional excess (where they apply) as printed on the Schedule or Certificate of Insurance when you make a claim on the Policy.

**We, our, us** refers to Lonpac Insurance Bhd.

**Windscreen** refers to the front, side, rear and quarter glass, but excluding the sunroof or roof make of glass of the vehicle.

**You or your or policyholder** refers to the person named in the Schedule and Certificate of Insurance and under whom the Policy has been issued to.

**Young and/or inexperience driver** refers to anyone who is below 26 years of age and/or holder of a driving licence for not longer than 2 years.

**Your vehicle** refers to the vehicle which is described in the Schedule or Certificate of Insurance.

WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFIT FROM YOUR POLICY.

**Policy Owners' Protection Scheme**

*This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC).*

*Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Lonpac Insurance Bhd or visit the GIA/LIA or SDIC web-sites at [www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)*