
PRIVATE MOTOR CAR INSURANCE POLICY

Here is your Private Motor Car insurance policy. Please examine it together with the **schedule**, to make sure that you have the protection you need.

It is important that the policy, the **schedule** and any amendments are read together to avoid misunderstanding.

If there are any changes that may affect the insurance provided, please notify us immediately.

IMPORTANT NOTICE

The insurance cover provided to you under this policy is based on the information you have provided to us. Please be reminded that you must fully and faithfully declare to us the facts that you know or ought to know, otherwise you may receive no benefit from the policy.

HOW YOUR INSURANCE OPERATES

Your policy is a contract between us, the **company**, and you, our **policyholder** named in the **schedule**. The application form, declaration and any information given form the basis of this contract.

The insurance we provide in this policy is subject to the terms, conditions, exclusions contained in this policy, Certificate of Insurance, the **schedule** and any endorsement to this policy (hereinafter collectively referred to as the "terms of this policy").

In consideration of you paying to us the required premium, we agree to indemnify you in the manner and to the extent described in the policy and in the **schedule**, in respect of events occurring during the Period of Insurance, or any subsequent period for which you pay and we accept the required premium.

OUR PROMISE OF SERVICE

We want to provide you with a high standard of service and to meet any claims covered by this policy honestly, fairly and promptly. If you have any reason to believe that we have not done so, please contact your agent or broker. If you do not use the services of a professional intermediary, please contact us directly. We are ready to help you with your concerns.

A GUIDE TO THE POLICY

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DEFINITION OF WORDS

(Applicable to the whole policy)

Certain words have been defined below. These words have the same meaning wherever they are used in the policy or the **schedule** and are highlighted in the policy by being shown in bold print, e.g. **policyholder**, **insured vehicle**, etc.

| TERM | DEFINITION |
|--------------------------|---|
| Authorised driver | <p>Means or refers to:</p> <ol style="list-style-type: none"> any person named in the schedule as “authorised drivers” and/or any person named in Certificate of Insurance under “persons or classes of persons entitled to drive” In the event of the death of the policyholder, authorised driver includes: <ol style="list-style-type: none"> any member of the policyholder’s family or a paid driver who have been driving any vehicle described in the schedule during the life of the policyholder and permission to drive has not been withdrawn prior to the death of the policyholder. any other person who has been given permission to drive any vehicle described in the schedule prior to the death of the policyholder and such permission has not been withdrawn by the policyholder. |

| TERM | DEFINITION |
|---|--|
| | <p>Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive any vehicle described in the schedule 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 such vehicle.</p> |
| Geographical area | <ol style="list-style-type: none"> 1. The Republic of Singapore 2. West Malaysia 3. Transit by direct sea route across: <ol style="list-style-type: none"> a) the straits between the island of Penang and the mainland of West Malaysia b) the straits between Changi Point, Singapore and Tanjong Belungkor, Johor <p>subject to the policyholder or other person for the time being in charge of the insured vehicle having complied in all things with the rules, regulations or lawful directions of the carrier</p> 4. The part of Thailand within 80 kilometres of the border between Thailand and West Malaysia |
| Insured vehicle | Means the vehicle we are insuring for you as shown in the schedule , fitted with standard equipment by the manufacturer or distributor without any modification to any parts, accessories, windscreen and/or windows, unless otherwise declared with details and endorsed under this policy. |
| Legislation | Road Transport Act 1987 (Malaysia), Road Transport (Amendment) Act 2019 (Malaysia), The Motor Vehicles (Third Party Risks) Rules, 1959 (Malaysia), Motor Vehicles (Third Party Risks and Compensation) Act 1960 (Republic of Singapore), Road Traffic Act 1961 (Republic of Singapore) or any Amendment, Act or Acts passed in substitution. |
| Policyholder, insured, you, your | Means or refers to the person who contracted the insurance with MSIG Insurance (Singapore) Pte. Ltd. and under whose name this policy has been issued. |
| Schedule | Means a document which is part of the policy which gives details of the cover you have. |
| We, us, our, the company | MSIG Insurance (Singapore) Pte. Ltd. |

THE BENEFITS

SECTION I – INSURANCE ON THE INSURED VEHICLE

Cover

1. Loss or damage

We will indemnify the **policyholder** against loss of or damage to the **insured vehicle** and its accessories and spare parts whilst thereon arising anywhere within the **geographical area**.

At our own option we may pay in cash the amount of the loss or damage or may repair, reinstate or replace the **insured vehicle** or any part thereof or its accessories or spare parts. Our liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. Our maximum liability shall be limited to the Prevailing Market Value (PMV) of the **insured vehicle** at the time of the loss or damage.

2. Loss or damage to windscreen or window and in-vehicle unit (IU)

We will pay the cost of reinstating any glass in the windscreen or windows including glass roof of the **insured vehicle** and the cost of reinstating the IU (if applicable) of the **insured vehicle** following breakage of such glass provided there is no other damage to the **insured vehicle**.

Notwithstanding the coverage provided above, you shall be responsible to pay for the first S\$100 or the amount specified as windscreen excess in the **schedule** and its applicable goods and services tax (GST), whichever is the higher amount for each and every claim made under this sub-section.

We will waive this amount, if the claim under this sub-section is limited to the windscreen glass being repaired instead of replaced. Payment by us under this sub-section will not affect your No Claim Discount.

3. Protection and removal after accident

If the **insured vehicle** is disabled by reason of loss or damage insured under this policy, we will bear the reasonable cost of up to S\$500 for protection and removal to the nearest repairers and for delivery within the **geographical area**.

4. Authority to repair

The **policyholder** may authorise the repair of the **insured vehicle** necessitated by damage for which we may be liable under this policy provided that:

- a) the estimated cost of such repair does not exceed the authorised repair limit; and
- b) a detailed estimate of the cost is forwarded to us without delay.

Exclusions to Section I

We shall not be liable to pay for:

1. a) the excess amount as shown in the **schedule** and its applicable GST

- b) young and/or inexperienced driver excess of S\$3,000 and its applicable GST. The young and/or inexperienced driver excess is applicable in addition to the excess amount specified in the **schedule** if the **insured vehicle** is driven by or under the control of any person (other than the **policyholder**) who at the time of loss or damage to the **insured vehicle** is under 27 years old, and/or has held a valid driving license for 2 years or less.

If we have made any payment under section I which includes the excesses mentioned in (a) and/or (b) above, you have to pay us the amount of the excesses.

The excesses mentioned above are applicable for every claim made under section I of this policy for loss of or damage to the **insured vehicle** but shall not apply to loss or damage to the **insured vehicle** caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft except if it is stated to be applicable in the **schedule**.

2. loss of use or any other consequential loss.
3. a) depreciation, wear and tear, mechanical or electronic breakdown, equipment or computer malfunction,
b) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date,
4. damage to tyres unless damage is caused to other parts of the **insured vehicle** simultaneously in the same accident.

SECTION II – LIABILITY TO THIRD PARTIES

1. Indemnity to the policyholder

We will, subject to the limits of liability, indemnify the **policyholder** against all sums, including claimant's costs and expenses, which the policyholder 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 the use of the **insured vehicle** within the **geographical area**.

2. Indemnity to authorised driver

We will, subject to the limits of liability, indemnify any **authorised driver** who is driving the **insured vehicle** against all sums, including claimant's costs and expenses, which such **authorised driver** shall become legally liable to pay in respect of:

- a) death of or bodily injury to any person,
- 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 **insured vehicle**, provided that such **authorised driver**:

- i) is not entitled to indemnity under any other policy,
- ii) shall as though he were the **policyholder** observe, fulfil and be subject to the terms 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, we will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of this section, provided that such representatives shall as though they were the **policyholder** observe, fulfil and be subject to the terms of this policy insofar as they apply.

4. Expenses

We will pay all costs and expenses incurred with our written consent.

5. Representation and defence

We may at our own option:

- a) arrange for representation at any inquest or inquiry of 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 **policyholder** and pay, subject to the limits of liability, for legal services for defence of any charge of causing death by driving the **insured vehicle**, other than murder, which may be brought against the **policyholder** or any other person who is driving on the **policyholder's** order or with his permission, in respect of any death which may be the subject of indemnity under this section.

Exclusions to Section II

We shall not be liable in respect of:

1. death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be the indemnified under this section,
2. damage to property belonging to or held in trust by or in the custody or control of:
 - a) the **policyholder** or any member of his household,
 - b) any **authorised driver** claiming to be indemnified under Section II - 2 or any member of his household.

SECTION III – MEDICAL EXPENSES

We will, subject to the limits of liability, in respect of each injured person indemnify the **policyholder** the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the **policyholder** or an **authorised driver** or any passenger of the **insured vehicle** as the direct and immediate result of an accident to the **insured vehicle**.

SECTION IV – PERSONAL ACCIDENT BENEFITS

1. We will pay:

- a) you or your personal representative the amount stated in the scale of compensation for death or bodily injury arising out of violent, accidental, external and visible means while you are getting into or out of or driving the **insured vehicle** or travelling as passenger in the **insured vehicle** or any other private car. If you have more than one private motor car insurance policy with us, payment will be made under one (1) policy only.
- b) the **authorised driver** half of the amount stated in the scale of compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling as the driver of the **insured vehicle**.
- c) each of the passengers half of the amount stated in the scale of compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling in the **insured vehicle**.

Provided always that the death or bodily injury shall occur within three (3) calendar months of the accident independent of any other cause (except medical or surgical treatment consequent upon such injury).

2. We will not pay for death or bodily injury:

- a) occurring more than three (3) calendar months after the accident, or
- b) arising directly or indirectly from intentional self-injury, suicide, attempted suicide (whether felonious or not), physical or mental defect or infirmity, or
- c) arising from any accident happening while the driver of the **insured vehicle** is under the influence of intoxicating liquor or drugs.

| | | Scale of Compensation |
|----|--|-----------------------|
| 1. | Death | S\$20,000 |
| 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 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 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 or ankle of one hand or one foot | S\$10,000 |

We will make payment under only one of the sub-sections (1) to (6) above in respect of any occurrence.

The maximum compensation in the aggregate payable by us under this section of the policy during the Period of Insurance is:

- a) S\$20,000 in respect of death or bodily injury suffered by the **policyholder**

- b) S\$10,000 per person multiplied by the legal seating capacity of the **insured vehicle** in respect of death or bodily injury suffered by the **authorised driver** or passenger of the **insured vehicle**. If the number of persons (including the driver) in the **insured vehicle** at the time of occurrence exceeds the number stated as the legal seating capacity in the **schedule**, We shall be liable only for a pro-rata proportion of the compensation which otherwise would be payable. We will pay the compensation only with your approval and will pay it directly to the injured **authorised driver** or passenger or their personal representatives. The receipt by the personal representatives of this payment shall be a full and final discharge to us for such compensation.

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, then the whole No Claim Discount is rescinded.

If more than one claim is made during any one Period of Insurance the entire No Claim Discount is rescinded, irrespective of the percentage earned.

If more than one **insured vehicle** is described in the **schedule**, the No Claim Discount shall be applied as if a separate policy has been issued in respect of each such **insured vehicle**.

If we shall consent to a transfer of interest in this policy, the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

The No Claim Discount shall be affected by late notification or failure in notification of an accident and/or occurrence by the **policyholder** or **authorised driver** in accordance with Sub-Section 1 of claim conditions.

GENERAL EXCLUSIONS

(Applicable to the whole policy)

We 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 **insured vehicle** in respect of which indemnity is provided by this policy is:

- i) being used otherwise than in accordance with the Limitation 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 **policyholder** or by any person on the order of or with the permission of the **policyholder** whilst under the influence of intoxicating liquor or drugs,
 - iv) being used or driven when it is not registered or licensed under the relevant **legislation** or when its registration or licensing under the relevant **legislation** has been cancelled,
 - v) being used or driven with modifications that have not been approved by the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles, Registration and Licensing) Rules or by any relevant regulatory authority.
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties or any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - e) any chemical, biological, bio-chemical or electromagnetic weapon.
4. Any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
- a) permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority
 - b) permanent or temporary dispossession of **insured vehicle** resulting from the unlawful occupation of such **insured vehicle** by any person

provided that we are not relieved of any liability to the **policyholder** in respect of physical damage to the **insured vehicle** occurring before dispossession or during temporary dispossession which is otherwise covered by this policy

- c) the destruction of **insured vehicle** by order of any public authority

In any action suit or other proceeding where we allege that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the **policyholder**.

5. Any death, disability, loss, damage, destruction, legal liabilities, cost or expense including consequential loss 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:
- a) 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
 - b) any act of terrorism including but not limited to
 - i) the use or threat of force, violence and/or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- If we 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 **policyholder** or **authorised driver**.
6. Any accident loss, damage or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with strike or riot and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.
7. We shall not be liable in respect of any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under applicable national laws, United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CLAIM CONDITIONS

(Applicable to the whole policy)

We will act in good faith in all our dealings with you. Equally, you are required to observe the following conditions in the event of any accident involving the **insured vehicle**.

1. Notification of accidents

- a) In the event of any accident involving the **insured vehicle**, irrespective of whether it would give rise to a claim, you or your **authorised driver** shall report the accident to us or our authorised representative and convey or cause to be conveyed the **insured vehicle** to our authorised workshop for inspection within twenty-four (24) hours of the accident or by the next working day thereof.
- b) In case of theft or other criminal act which may give rise to a claim under this policy, you or your **authorised driver** shall give immediate notice of the occurrence to us and the police and shall co-operate with us in securing the conviction of the offender.

- c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to us immediately upon receipt. Notice shall also be given to us immediately after you 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 an accident and/or an occurrence will result in you or your **authorised driver** being denied indemnity under both Section I and Section II of the policy in respect of that particular accident and/ or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in you losing all or part of your No Claim Discount as set out below.

| No Claim Discount (NCD) – PRIVATE MOTOR CAR | |
|--|-------------------------------------|
| Current NCD | Upon Renewal (Non-Reporting) |
| 50% | 40% |
| 40% | 30% |
| 30% | 20% |
| 20% | 10% |
| 10% | 0% |
| 0% | 0% |

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

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

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

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

2. Claims procedure

No admission, offer, promise or payment shall be made by or on behalf of you or any person claiming to be indemnified without our written consent.

We may at our sole discretion to:

- take over and conduct in your name or such person the defence or settlement of any claim, or
- prosecute in your name or such person for our own benefit any claim for indemnity or damages or otherwise, and/ or
- conduct and settle proceedings as we deem fit.

You and your **authorised driver** accepts that we have these rights and that to evaluate and exercise these rights, you and any person claiming to be indemnified must assist us by:

- providing all such information and assistance as we may require;



- b) allowing us the right to examine the nature and extent of all damage to the **insured vehicle** before it is repaired. We have this right whether or not you or your **authorised driver** is entitled or intends to claim an indemnity under this policy for the damage to the **insured vehicle**.

In case damage to the **insured vehicle** is indemnifiable by this policy, you shall decide whether or not to claim for such damage under this policy and if so claiming, shall submit such a claim to us within fourteen (14) days of occurrence or discovery of damage. The cost of repair is subject to adjustment by us before any repair may commence if it exceeds the authorised repair limit.

3. Other insurance

If at the time any claim arises 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 our rateable proportion of any loss, damage, compensation, costs or expenses. Provided always that nothing in this condition shall impose on us any liability from which but for this condition it would have been relieved under Proviso (i) to Section II - 2 of this policy.

4. Arbitration

If there is any dispute as to the liability and/or amount to be paid under this policy, such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this policy that an arbitration award shall be first obtained.

If the dispute shall not within twelve (12) months from the date of disclaimer of liability or the date of rejection of the offer have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. Time limit of commencement of action or suit

If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Claim Condition 4 of this policy, we shall not be liable for such claim under this policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against us.

6. 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 you or any person claiming to be indemnified and the truth of the statements and answers in the application shall be conditions precedent to any liability of us to make any payment under this policy.

7. Legal representative

The terms of this policy, so far as applicable and with any necessary modifications, shall apply to the legal personal representative of the **policyholder** and **authorised driver**.

GENERAL CONDITIONS

(Applicable to the whole policy)

It is an important part of our contract that you observe the following general 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 policy **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. Care of insured vehicle

You and your **authorised driver** shall take all reasonable steps to safeguard the **insured vehicle** from loss or damage and to maintain the **insured vehicle** in efficient condition and we shall have at all times free and full access to examine the **insured vehicle** or any part thereof or any driver or employee of you or your **authorised driver**.

In the event of any accident or breakdown, the **insured vehicle** shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the **insured vehicle** be driven before the necessary repairs are effected, any extension of the damage or any further damage to the **insured vehicle** shall be excluded from the scope of the indemnity granted by this policy.

4. Cancellation

We may cancel this policy by giving seven (7) days' notice by registered letter to you at your last known address. You may also cancel this policy by returning the original Certificate of Insurance and the cancellation will take effect from the date we receive the original Certificate of Insurance.

Any refund will be calculated as follows:

a) Cancellation by us

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

b) Cancellation by **policyholder**

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

Definition

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

No refund will be payable if the refund premium is less than S\$25 or where a claim (including claim for windscreen or windows or In-Vehicle Unit (IU)) has arisen under the policy.

5. Exclusion of rights under the Contracts (Rights of Third Parties) Act

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

6. Condition precedent

(Applicable to policy issued to a business or commercial establishment)

The validity of this policy is subject to the condition precedent that:

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

7. Premium payment warranty

(Applicable to policy issued to a business or commercial establishment)

- a) Notwithstanding anything herein contained but subject to Clause b) hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by us (or the intermediary through whom this policy was effected) within sixty (60) days of the inception date of the coverage under the policy, renewal certificate or cover note.
- b) 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 sixty (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 sixty (60) day period;
 - ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - iii) we shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
- c) If the Period of Insurance is less than sixty (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.

8. Payment before cover warranty

(Applicable to policy 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 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.

9. Jurisdiction clause

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

10. Avoidance of certain terms and right of recovery

If we are obliged by virtue of the **legislation** or the agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 30 March 1992 or the agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22 February 1975 or by any agreement which alters, amends or supercedes such agreement, to pay an amount for which we would not otherwise be liable under this policy, you shall repay the amount to us.

LIMITS OF LIABILITY

| | |
|--|--------------|
| Limit of the amount of our liability under Section II - items 1 (a) and 2 (a) in respect of any one claim or series of claims arising out of one event | Unlimited |
| Limit of the amount of our liability under Section II - items 1 (b) and 2 (b) in respect of any one claim or series of claim arising out of one event | S\$5,000,000 |
| Limit of the amount of our liability under Section II - item 5 (c) in respect of legal services for defence in the event of any charge | S\$3,000 |
| Limit of the amount of our liability under Section III in respect of each person injured arising out of one accident | S\$1,000 |

Authorised repair limit

S\$350

Limitation as to Use

As detailed in the **schedule** and/or Certificate of Insurance.

Car pooling arrangements

The use of the **insured vehicle** described in the **schedule** for the carriage of passengers pursuant to car pooling arrangements which are in compliance with the Road Traffic (Car Pooling - Exemption) (No. 3) Order 2021 shall not be deemed to constitute use for hire or reward.

ENDORSEMENTS

This policy is extended to cover the following endorsements, subject otherwise to the terms, exceptions, limits and conditions of this policy:

A. Legal liability of passengers for acts of negligence

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

Provided that the Passenger:

- a) is not driving the **insured vehicle** or is in charge of the **insured vehicle** for the purpose of driving;
- b) is not entitled to indemnity under any other policy; and
- c) shall as though he were the **policyholder** observe, fulfil and be subject to the terms of this policy in so far as they apply.

We 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 and 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 Passenger or being conveyed by the **insured vehicle**.

B. Strike, riot and civil commotion

It is hereby understood and agreed that this policy is extended to cover any accident, loss, damage or liability directly caused by:

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

In the event of any claim under this policy, the **policyholder** 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 you shall not be liable to make any payment in respect of such a claim.

C. Third party indemnity to employer

It is hereby understood and agreed that in the terms of and subject to the limitations of the indemnity which is granted by Section II of this policy to the **policyholder**, we will indemnify the employer of the **policyholder** (named in the **schedule** of the policy) whilst any **insured vehicle** in connection with which indemnity is granted under this policy (other than an **insured vehicle** belonging to the employer or hired to him under a Hire Purchase Agreement) is being used upon the business of the employer provided that such indemnity shall not include liability for death or bodily injury sustained by any person arising out of and in the course of the employment of such person by the employer.

Provided always that the employer:

- a) is not entitled to indemnity under any other policy,
- b) shall as though he were the **policyholder** observe, fulfil and be subject to the terms of this policy in so far as they apply.

D. Damage and/or theft of car audio/video equipment

The indemnity provided by Section I of this policy extends to any claim by the **policyholder** for the cost of repair and/or replacement of the car audio/video equipment installed in the **insured vehicle** following damage and/or theft of the same (provided there is no further damage to the **insured vehicle**) up to an amount not exceeding S\$1,000 without the loss of the No Claim Discount nor the application of any excess imposed under the policy.

USEFUL PROCEDURES

1. Making a claim

Report your claim to us and send us a completed claim form together with all supporting documents. Information requested on the claim form includes the claimant's personal particulars, contact details and policy number. You should also include a brief description of the claim and particulars of other persons or witnesses involved, if applicable. Refer to our website for details.

2. Your feedback channels

If you have any feedback or comments on our service, tell us about it. Our service quality team will acknowledge receipt of your feedback within one working day and give you a final reply within seven working days. Refer to our website for details.

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 your insurer or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

IMPORTANT - The insured is requested to read this policy. If any error or misdescription be found, the policy should be returned to the issuing office for correction.

Endorsements Applicable to Your MotorMax Policy

The following endorsements apply only if you are covered under Section I of this policy and are subject to the terms, exceptions and conditions of this policy unless we expressly state otherwise.

Automobile And Medical Assistance Services Endorsement

The Automobile and Medical Assistance Services are arranged by Us through Our appointed assistance company to assist You in an emergency caused by or arising out of the use of the Insured Vehicle within the Geographical Area unless otherwise stated.

The caller will be required to always identify themselves by their full name and Policy number.

MSIG 24 HOUR EMERGENCY HELPLINE
(65) 6968 6223

Automobile Assistance Services

Please note that the Services under Items (i) to (x) are purely on referral or arrangement basis. All costs and expenses incurred for the services listed below are to be borne by You.

1. Emergency Towing Assistance
2. Roadside Repair Assistance
3. Accident Notification Assistance
4. Police Report Assistance Repatriation of the Insured Vehicle
5. Insured Vehicle Repair Referral Arrangement of Rental Vehicle
6. Claims Reporting Assistance Arrangement of Hotel Accommodation Assistance
7. Locksmith Referral

These services are available when Insured Vehicle are driven outside of Singapore.

8. Arrangement of Rental Vehicle
9. Arrangement of Hotel Accommodation
10. Repatriation of Insured Vehicle

Medical Assistance Services

Arrangement & Payment of Emergency Medical Evacuation and Repatriation:

Our appointed assistance company will arrange for the air and/or surface transportation and communication for moving the Policyholder when in a Serious Injury, as a result of an accident arising from the use of the Insured Vehicle within the Geographical Area (excluding Singapore) from an inadequate medical facility to the nearest hospital where appropriate medical care is available.

We or Our appointed assistance company shall not be responsible for any third party expenses that exceeds the limit of S\$50,000 which shall be solely the Policyholder's responsibility.

The Limit of Indemnity for the Policyholder or any one accident arising from the use of the Insured Vehicle shall be as follows:



| | | |
|----------------------------------|---|----------------------------|
| Emergency medical evacuation and | } | S\$50,000 per accident and |
| emergency medical repatriation | } | in the maximum for each |
| | } | Period of Insurance |

Subject otherwise to the Terms of the Policy.

Compulsory Authorised Workshop Usage

It is hereby understood and agreed that this Policy will only indemnify the Policyholder for the costs of any accident repair to the Insured Vehicle provided such repair is carried out at one of our Authorised Workshops.

Cover whilst driven by a motor trader

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the terms of this policy the insurance granted thereby shall be operative but only so far as it relates to the **policyholder** whilst the **insured vehicle** is in the custody or control of a member of the motor trade for the purpose of overhaul upkeep or repair.

Hire purchase

It is hereby understood and agreed that the Owner specified in the **schedule** (hereinafter referred to as the Owners) are the Owners of the **insured vehicle** and that the **insured vehicle** is the subject of a Hire Purchase Agreement made between the Owners of the one part and the **insured** of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this policy shall be made to the Owners as long as they are Owners of the **insured vehicle** and their receipt shall be a full and final discharge to the **company** in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this policy is issued to the **insured** 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 the prior consent in writing of the **company**.

Subject otherwise to the terms of this policy.

Non cancellation clause

The **company** undertakes to obtain consent of the Owners/Lessors specified in the **schedule** prior to their cancellation of the policy if instructions have been received for the cancellation of the policy and also to advise the Owners/Lessors specified immediately of any other material changes which are proposed to be made in the terms of this policy.

Memorandum for restriction of indemnity (applicable for parallel-imported vehicle)

It is hereby noted and agreed that the indemnity under Section I of the policy shall be restricted as follows:

1. the amount payable for storage charges of the **insured vehicle** shall be limited to the number of days recommended by the surveyor to repair or replace any part of the **insured vehicle** subject to a maximum of \$500. The indemnity shall not apply to any additional storage cost payable due to the delay caused by the parts being unavailable or need to be imported from outside of Singapore.
2. the amount payable for freight charges or additional cost incurred to import any parts required for the repair or replacement, shall be limited to the amount of sea freight charge payable subject to a maximum of \$200.

Replacement parts

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

1. a) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the Country in which the **insured vehicle** is held for repair; or
b) if no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the **insured vehicle** is held for repair and the amount of the relative import duty, and
2. the reasonable cost of fitting such part.