



QBE Insurance (Singapore) Pte Ltd

# Private Car

Policy Wording

**QBE INSURANCE (SINGAPORE) PTE LTD** welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

**“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 BENEFITS FROM YOUR POLICY.”**

# QBE Private Car

## CONTENTS

SECTION I – INSURANCE ON THE MOTOR VEHICLE .....	4
SECTION II – LIABILITY TO THIRD PARTIES .....	6
SECTION III – MEDICAL EXPENSES .....	7
SECTION IV – PERSONAL ACCIDENT BENEFITS .....	7
CONDITIONS .....	9
ENDORSEMENTS .....	11

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 QBE INSURANCE (SINGAPORE) 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).

#### **PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE AND LIMITATIONS AS TO USE**

Warranted that Persons or classes of Persons Entitled to Drive and Limitations as to Use as stated and defined in items 5 and 6 of the Certificate of Insurance are deemed to form part of this Policy.

#### **GEOGRAPHICAL AREA:**

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

#### **LEGISLATIONS:**

Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189)

Road Traffic Act (Cap 276) (Republic of Singapore)

Road Transport Act, 1987 (Malaysia)

Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia)

## **SECTION I – INSURANCE ON THE MOTOR VEHICLE**

### **1. Loss or Damage**

The Company will indemnify the Insured against accidental loss of or damage to the Motor Vehicle and its factory fitted standard accessories and spare parts whilst 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.

Provided always that any repairs to the Motor Vehicle and/or its factory fitted standard accessories and spare parts necessitated by damage in respect of which the Insured claims indemnity as provided above shall not be carried out otherwise than by an Approved Repairer. A list of Approved Repairers is attached to this Policy (For the latest list of Repairers, please visit our website at [www.qbe.com.sg/eclaims/motor](http://www.qbe.com.sg/eclaims/motor)). The Company shall not be under any obligation to provide any indemnity in respect of repairs carried out to the Motor Vehicle otherwise than by an Approved Repairer.

At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited

to the prevailing market value of the Motor Vehicle at the time of the loss or damage inclusive of the residual value of the Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF) but not exceeding the Insured's Estimate of Market Value stated in the Schedule (if stated) if the Motor Vehicle is insured with COE/PARF value.

The Company shall pay the Insured the prevailing market value of the Motor Vehicle at the time of the loss or damage less the residual value of the Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF) value if the Motor Vehicle is insured without COE/PARF value. The Insured shall be responsible for the application and subsequent disposal of the COE/PARF Refund Certificate received from the relevant Authority including any consequential financial loss if the Motor Vehicle is insured without COE/PARF value.

### **2. Protection and Removal after Accident**

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will 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 up to but not exceeding S\$300.

### **3. Authority to Repair**

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

- (a) the estimated cost of such repair does not exceed S\$300
- (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 vehicle is the subject of a Hire Purchase Agreement any payment in cash including payment in-lieu-of-repair shall be made to the Hire Purchase Owner(s) described in the Schedule of the Policy whose receipt shall be full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy, it being understood and agreed that the Insured shall not assign this rights benefits and claims under this Policy without the prior consent in writing of the Company.

### **5. Value Clause**

In the event of damage occurring to any vehicle in respect of which indemnity is granted by this Policy the Company shall have the option of paying the market value of the vehicle insured hereunder not exceeding the amount insured and thereafter taking over the insured vehicle, the Policy being deemed cancelled without refund of the premium as from the date of payment to the Insured.

Notwithstanding the foregoing the Insured may retain the vehicle provided than an amount equal to the highest offer for the wreck is deducted from the amount payable for the total loss.

## 6. Replacement Parts

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

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

## 7. Additional Benefits Extension:

### (A) Accidents To Unnamed Passengers

The Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person (other than the Insured and his paid driver or attendant and/or a person in the employ of the Insured coming within the scope of the Workmen's Compensation Legislation subsequent amendments to the said Legislation and engaged in and upon the service of the Insured at the time such injury is sustained) whilst mounting into dismounting from or travelling in the Motor Vehicle and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

SCALE OF COMPENSATION	
1 Death	S\$10,000
2 Total and irrecoverable loss or 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 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 and irrecoverable loss of sight in one eye	S\$10,000
5 Total and irrecoverable loss of 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
7 Total disablement from engaging in or giving any attention to such person's occupation	S\$50 per week for a period not exceeding 26 consecutive weeks.

Provided always that

- (a) Compensation shall be payable under only one of items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$50,000 during any one period of insurance
- (b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed
- (c) Such person is not less than 16 nor more than 65 years of age at the time of such injury
- (d) 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 (whether felonious or not) or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs
- (e) Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representative whose receipt shall be a full discharge in respect of the injury to such person
- (f) If the number of persons (including the driver) in the Motor Vehicle at the time of the occurrence exceeds the number stated as the seating capacity in the Schedule the Company shall be liable only for a pro-rata proportion of the compensation which otherwise would be payable

### (B) Air Conditioning Unit And Car Radio/Cassette Player/Compact Disc Player

The Insured's estimate of value including Accessories and spare parts stated in the Policy Schedule shall include the Air conditioning unit and the built-in Radio/Cassette/Compact Disc and the liability of the Company in the event of loss or damage shall be limited to:

- (i) Air conditioning unit - actual cost of repairs or in the event of a total loss to the full replacement value
- (ii) Radio/Cassette/Compact Disc – S\$1,000

The cover in respect of Radio/Cassette/Compact Disc is limited to one claim during any one period of insurance without loss of No Claim Discount or the application of excess.

### (C) Breakage Of Glass In Windscreen Or Window

The indemnity provided by Section I of this Policy is extended to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle). This extension is limited to two breakage claims during any one period of insurance without loss of No Claim Discount or application of excess.

Following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and an additional premium paid.

#### (D) Strike, Riot And Civil Commotion

The cover under this extension shall apply to any accident loss damage or liability directly caused by

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

Provided that the indemnity given by reason of this endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the legislation) directly or indirectly proximately or remotely occasioned by or 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 toward 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 or 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 consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

#### (E) Flood, Typhoon, Hurricane, Volcanic Eruption, Earthquake Or Other Convulsion Of Nature.

#### EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (i) loss of use or any consequential loss
- (ii) depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- (iii) damage to tyres unless damage is caused to other parts of the Motor Vehicle simultaneously in the same accident.

## SECTION II – LIABILITY TO THIRD PARTIES

1. 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 except where such death or injury arises out of and in the course of the employment of such person by the Insured
- (b) damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household in respect of any one claim or series of claims arising out of one event is limited to S\$10,000,000

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Vehicle and the driving by the Insured of any private motor vehicle other than those hired (under a hire purchase agreement or otherwise) to him or his employer or his partner.

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

- (a) death or bodily injury to any person
- (b) damage to property other than property belonging to the Authorised Driver or held in trust by or in the custody or control of the Authorised Driver in respect of any one claim or series of claim arising out of one event is limited to S\$10,000,000.

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Vehicle.

Provided that such Authorised Driver

- (i) is not entitled to indemnity under any other Policy
- (ii) shall as though he were the Insured observe, fulfill and be subject to the Terms and Conditions of this Policy insofar as they can apply.

3. In the event of the death of the Insured this Policy covers

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

4. 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 terms of 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.

5. The Company will pay all costs and expenses incurred with its written consent.
6. The Company may at its own option
  - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of 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.
7. Subject to the Limit of S\$3,000 the Company may at the request of the Insured arrange and pay for legal services for defence of any charge of causing death by driving the Motor Vehicle other than murder which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be the subject of indemnity under this Section.
8. Legal Liability of Passengers for Acts of Negligence

The Company will indemnify in terms of Section II of this Policy any person mounting into dismounting into from or travelling in the Motor Vehicle such person being hereinafter called "the Passenger"

Provided that the Passenger

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

#### 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.

#### EXCEPTIONS TO SECTION II

The Company shall not be liable to pay for

- (a) compensation for damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore.
- (b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore.

### SECTION III – MEDICAL EXPENSES

The Company will subject to the limit of S\$300/- 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 this authorised driver or any passenger of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

### SECTION IV – PERSONAL ACCIDENT BENEFITS

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

- (a) in direct connection with the Motor Vehicle or
- (b) whilst mounting into dismounting from or travelling in any private motor 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
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 or 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 or at 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 the total liability of the Company shall not in the aggregate exceed the sum of S\$20,000 during any one period of insurance.

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.

#### PROVIDED ALWAYS that

- (a) the Insured is not less than 16 or more than 65 years of age at the time of such injury.
- (b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from traceable to
  - (1) intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect of infirmity
  - (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 (NCD) is 20% or less then the whole NCD is rescinded at the next renewal of this Policy.

## NO CLAIM DISCOUNT PROTECTOR

Notwithstanding the No Claim Discount stated above, if the current NCD is 30% or more, this Policy will automatically be entitled to the NCD Protector benefit which protects the NCD for 1 at-fault claim made against this Policy as follows:

NUMBER OF AT-FAULT CLAIMS MADE OR ARISEN DURING ONE PERIOD OF INSURANCE	NCD UPON RENEWAL WHERE CURRENT NCD IS:				
	10%	20%	30%	40%	50%
One	0%	0%	30%	40%	50%
Two or more	0%	0%	0%	10%	20%

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

It is hereby noted that this protected No Claim Discount entitlement is not transferable to another person or insurer, and applicable only when the Policy is renewed with the Company notwithstanding anything herein and subject to underwriting review, the Company may at its own option accept or decline renewal terms.

If more than one motor vehicle is described in the Schedule the NCD shall be applied as if a separate policy has been issued in respect of each such motor vehicle.

## 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 Insurer's 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.

## 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 the relevant sections of the Road Traffic Act (Cap 276) 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 or any corresponding provision in an Act passed as substitution.

- (iv) being used or driven when it is not registered under the Road Traffic Act (Cap 276) or when its registration under the Road Traffic Act (Cap 276) has been cancelled.

2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction or damage to property by or under the order of any Government or public or local authority.
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 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 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
6. any accident loss damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



An act of terrorism means an act, including but not limited to the use of force or violence and/or 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) which from its nature of context is done for, or in connection with political, religious, ideological, ethnic or similar purpose or reasons including the intention to influence any government and/or put the public, or any section of the public in fear.

Loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to any act of terrorism are also excluded.

7. 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 the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to European Union, United Kingdom and United States of America.

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 reference 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.

## MEMORANDUM

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary to the Company shall not be liable whilst the Motor Vehicle is in transit (including loading and unloading) between:

- (1) Singapore and her offshore islands
- (2) West Malaysia and her offshore islands other than Penang.

## 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. Reasonable Precautions

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

## 4. Notification of Accidents

- a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
- b) In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
- c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately on 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 the above requirements in respect of an accident and/or occurrence will result in the Insured being denied indemnity under both Sections I and II of the Policy in respect of that particular accident and/or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in the Insured losing all or part of his NCD as set out below.

### NCD – PRIVATE VEHICLES

CURRENT	UPON RENEWAL (NON REPORTING)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%

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

- 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

## 5. Claims Procedure

- (A) If an event occurs which may lead to a claim under this Policy, Insured must:

Not make any admissions on liability, or negotiate, or make any offers, or settle a claim, without the written consent of the Company.

(B) The Company shall be entitled as its sole-discretion to:

Take cover 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 the 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.

## 6. Cancellation

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.

### Short Period Ratings

PERIOD	CHARGE
Not exceeding 1 week	1/8 of the annual premium
Not exceeding 1 month	1/4 of the annual premium
Not exceeding 2 months	3/8 of the annual premium
Not exceeding 3 months	1/2 of the annual premium
Not exceeding 4 months	5/8 of the annual premium
Not exceeding 6 months	3/4 of the annual premium
Not exceeding 8 months	7/8 of the annual premium
Exceeding 8 months	full annual premium

## 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) of Section II - 2 of this Policy.

## 8. Arbitration

All disputes arising out of this policy shall be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration before any legal action may be taken against the Company. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Arbitration Centre. If the Company shall disclaim liability to the Insured for any claim here under and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to mediation and/or arbitration, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 9. Contracts (Right of Third Parties) Act (Chapter 53B)

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

## 10. Observance

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or not be done by the Insured 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.

## 11. Premium Warranty Clause (Applicable to Corporate)

- (a) Notwithstanding anything herein contained but subject to Clause (b) hereof, it is hereby declared and agreed that if the Period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 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 the Company (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) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
- (c) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the Intermediary through whom this Policy was effected) within the period of insurance.

## 12. Payment Before Cover Warranty (Applicable to Individual)

- (a) Notwithstanding anything herein contained but subject to Clauses (b) and (c) thereof, it is hereby agreed and declared that the total premium due must be paid to the Company (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 the Company or the intermediary when one of the following acts takes place:
  - (i) Cash or honoured cheque for the premium is handed over to the Company 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 the Company 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 the Company (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 the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- (c) In respect of Insurance coverage with Free Look provision, the Insured may return the original policy document to the Company or intermediary within the Free Look period if the insured decides to cancel the cover during the Free Look period. In such an event, the insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

## 13. Condition Precedent

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

- (a) For the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) If the named insured has declared that it has breached any premium payment condition in respect of previous policy taken up with another insurer in the last twelve (12) months:
  - (i) The named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and

A copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

## 14. 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 QBE servicing agent / broker or visit the GIA / LIA or SDIC websites ([www.gia.org](http://www.gia.org) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## ENDORSEMENTS

The following endorsements apply.

### EA162 LOSS OF USE BENEFIT (NOT APPLICABLE FOR SUPER CARS)

The Company will pay the Insured S\$50 each day for loss of use of the Motor Vehicle, up to a maximum limit of S\$250 per Policy Period where repair period exceeds 5 days.

Provided always that

- (1) the repairs are carried out by the Company's Approved Repairer;
- (2) the accidental loss of or damage to the Motor Vehicle is covered under the Policy and which claim is paid or payable in accordance with the Policy;
- (3) the repair is assessed and certified by the Company's appointed authorised motor surveyors.

This benefit shall not apply for claim arising under Section I of the Policy settled on total loss or constructive total loss basis. This benefit shall be paid to the Insured after the Company's final settlement of the repair bill with the Approved Repairer. The Company shall be entitled at its sole discretion to subrogate in the name of the Insured for its own benefit any claim for indemnity against any Third Party.

### EA169 NEW CAR REPLACEMENT (NOT APPLICABLE FOR SUPER CARS)

The Company will replace a Motor Vehicle to which Section I of this Policy applies with a new vehicle of the same make, model or series so long as it is available in Singapore and that Motor Vehicle:

- (a) is lost by theft and not recovered; or
- (b) is damaged to the extent that the estimated cost of repairs including GST exceeds 50% of the manufacturer's list price including taxes at the time of loss or damage;

Provided that the Motor Vehicle

- (i) was purchased by the Insured new from the manufacturer or the manufacturer's dealer; and
- (ii) is less than thirty-six (36) months old from when it was first registered as new and that:
  - (a) the Insured requests such a replacement; and

- (b) with the consent of any other interested party known to the Company consents.

If the Company replaces that Motor Vehicle it will become the property of the Company. If a new replacement vehicle is not available, the Company will replace that Motor Vehicle with the nearest equivalent vehicle available, so long as it is available in Singapore. If the Company and the Insured cannot agree on a replacement vehicle, the Company will pay the Insured the amount it would cost to buy a new vehicle the same as, or a near equivalent of, that Motor Vehicle.

If an excess is applicable it is payable to the Company before the Company replaces that Motor Vehicle.

The following endorsements apply only when specified in the schedule.

**M1 EXCESS ALL CLAIMS (NOT APPLICABLE FOR YOUNG AND INEXPERIENCED DRIVERS)**

It is hereby declared and agreed that notwithstanding anything to the contrary contained in Sections I and II of this Policy the Insured in respect of each and every event shall be responsible for the excess specified in the Schedule.

If the expenditure (including payments in respect of costs and expenses) 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.

**M2 EXCESS OWN DAMAGE CLAIMS (NOT APPLICABLE FOR YOUNG AND INEXPERIENCED DRIVERS)**

It is hereby declared 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 excess specified in the Schedule.

If the expenditure (including payments in respect of costs and expenses) 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.

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

**EZ93A YOUNG AND INEXPERIENCED DRIVER EXCESS – ALL CLAIMS**

Excess: \$3,500 applicable to Authorised Driver below 23 years old and/or with less than 2 years driving experience in Singapore.

It is hereby declared and agreed that notwithstanding anything to the contrary contained in Sections I and II of this Policy the Insured in respect of each and every event shall be responsible for the excess specified in the Schedule.

If the expenditure (including payments in respect of costs and expenses) 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.

**M3P THIRD PARTY ONLY**

Section I (and its Exceptions) and Section III and IV are deemed to be cancelled.

It is further understood and agreed that the printed wording of Condition 3 is also cancelled and is replaced by the following new condition: 3. The Insured shall take reasonable steps to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured.

**M3Q THIRD PARTY FIRE & THEFT**

Notwithstanding anything to the contrary contained in Section I the Company shall not be liable thereunder except in respect of loss or damage by fire explosion self-ignition lightning burglary housebreaking or theft.

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

**M31 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 Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

**M33 PRIVATE USE – INDEMNITY TO PERSON USING MOTOR VEHICLE**

It is hereby understood and agreed that whilst the Motor Vehicle is being used by any person for social domestic or pleasure purposes with the permission of the Insured the Company will in the terms of and subject to the limitations of and for the purposes of Section II of this Policy indemnify the person using the Motor Vehicle in respect of any act or omission of the driver provided that

- (1) such person is not entitled to indemnity under any other Policy.
- (2) such person shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy insofar as they can apply.





**QBE Insurance (Singapore) Pte Ltd**  
Part of QBE Insurance Group Unique Entity No. 198401363C

1 Wallich Street, #35-01,  
Guoco Tower, Singapore 078881  
Tel : (65) 6224 6633  
[www.qbe.com/sg](http://www.qbe.com/sg)

MVAMPA010-Q-0523