CORPORATE SOLUTION

ALLIANZ COMMERCIAL MOTOR INSURANCE

Allianz

POLICY WORDING

ALLIANZ COMMERCIAL MOTOR POLICY

THIS POLICY is issued in consideration of the payment of premium as specified in the Schedule and pursuant to the answers given during Your Application and any other disclosures made by You between the Application and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Allianz Insurance Singapore Pte. Ltd. In the event of any pre-contractual non-disclosure of material facts or misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy forms a legally enforceable contract between You and Us. This Policy consists of any declaration or information given, this document, the Schedule, the Cover Note, the Certificate of Insurance, any Endorsements We have issued under this Policy; all of which should be read together as one contract.

Please ensure You read this Policy carefully to make sure that You understand the terms and conditions, and that the cover You require is being given.

1 POLICY DEFINITIONS

Any word or expression which has a specific meaning will have the same meaning wherever it appears in the Policy documents.

Accessories means all video, audio and other equipment provided or fitted in/on Your Vehicle as standard equipment by the Vehicle manufacturer and/or distributor or otherwise declared and endorsed under this Policy.

Accident means an unexpected and unintentional event that is violent, visible and external in relation to the Vehicle.

Act of Terrorism means an act by any person(s) or group that uses force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Application means, in respect of this Policy, the proposal, application or questionnaire form (including any declarations, statements and disclosures made thereunder) completed and made by or for You, whether in person, online, over the phone or otherwise.

Authorised Driver means any person including an employee who drives Your Vehicle with Your consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.

Authorised Workshop means a panel of workshops We have appointed as per the listing accompanying the Certificate of Insurance, such listing as may be amended or updated by Us from time to time.

Breakdown means a Vehicle failure which has caused the Vehicle to be immobilised or become unroadworthy or unsafe to drive in transit, due to mechanical or electrical fault. This will include a flat tyre, flat or faulty battery.

Certificate of Insurance means the document titled "Certificate of Insurance" which may provide information on your insurance cover such as the types and limits of coverage, insurance company, vehicle registration number, policy number, persons entitled for cover and/or policy effective period.

Cover Note means the document titled "Motor Insurance Cover Note" and which is a temporary document that We may issue to you providing proof of insurance coverage until a final insurance policy can be issued.

Constructive Total Loss means that at the time of loss or damage of the Vehicle, the cost of repairs exceeds the difference between the Market Value of the Vehicle at the time of the loss and the estimated salvage value.

Endorsement means an authorised variation and/or amendment to Your Policy.

Excess means the initial amount each and every claim under the Policy that You must bear, irrespective of who is at fault in the relevant Accident. The amount of the Excess and type of Excess is shown in the Schedule.

Household means all members of Your or Your Authorised Driver's immediate family i.e. spouse, parents, children and siblings including legally adopted children, parents, brother(s) and sister(s).

Market Value means the cost to buy another similarly-aged Vehicle of the same make and model (or a similar make and model if the same is not available) with similar Accessories and in a similar condition as Your Vehicle at the time of loss.

No Claim Discount or NCD means the applicable discount of Your premium for not having made a claim or not having any claim made against You by any third party in accordance with the terms of this Policy.

Period of Insurance means the period shown in the Schedule when the cover provided by this Policy is operative.

Policy means the Application, this document, the Schedule, the Cover Note, the Certificate of Insurance, and any Endorsements We have issued under this Policy, all of which should be read together as one contract.

Private Hire Vehicle means a Vehicle authorised for private hire use by Singapore's Land Transport Authority

Preferred Workshop means a workshop of Your choice and is not required to be one of Our Authorised Workshops.

Schedule or Policy Schedule means the document which reflects Your particulars and other information relevant to and terms and conditions specific to the Policy.

Vehicle means the motor vehicle described in the Schedule and includes the manufacturer's standard options and Accessories fitted to it and any other non-standard options or descriptions that are specifically listed in the Schedule.

Theft means a visible, forcible or violent entry into Your Vehicle such that Your Vehicle, Accessories or spare parts are taken without Your consent.

We, Our, Us, Company means Allianz Insurance Singapore Pte. Ltd.

Windscreen means the front, side, rear and quarter glass inclusive of the sunroof.

You, Your, Yourself means the person or company named in the Certificate of Insurance and under whose name or company's name this Policy has been issued.

2 EXCLUSIONS

This Section (Exclusions) lists down the circumstances under which this Policy does not provide cover at the time of happening of loss or damage.

2.1 UNLICENSED DRIVERS

There is no cover under this Policy if You or Your Authorised Driver does not have a valid driving licence (including the relevant classes) to drive Your Vehicle under any existing laws, licensing or regulations. This will also apply if You or Your Authorised Driver is under suspension or disqualification from driving.

2.2 ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this Policy if You or Your Authorised Driver is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance.

2.3 FRAUD AND EXAGGERATED CLAIMS

The entire claim will not be paid or payable if:

a) Any claim is in any part fraudulent or exaggerated;

b) You, Your Authorised Driver or anyone with permission from or acting on behalf of You or Your Authorised Driver, uses fraudulent means to obtain any benefit under this Policy; or

c) Your Vehicle, Accessories, additional undeclared accessories or spare parts was/were procured through fraud, illegally obtained proceeds or other illegal means.

If any claims payment was made to anybody prior to the discovery of the above occurrences, We shall be entitled to recover the sum paid and any costs incurred from You, Your Authorised Driver and/or anyone with permission from or acting on behalf of You or Your Authorised Driver.

2.4 UNLAWFUL PURPOSE

There is no cover under this Policy if You or Your Authorised Driver use Your Vehicle for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where Your Vehicle was being used.

2.5 FAILURE TO TAKE PRECAUTION

We will not pay for any additional damages caused by You or Your Authorised Driver after an Accident or Breakdown by (a) leaving Your Vehicle unattended, (b) failing to take proper precaution to prevent further loss or damage, or (c) continuing to drive Your Vehicle in an unroadworthy condition before any repair is done.

We will also not pay for claims in respect of any losses, damages or expenses that arise from Your failure to take reasonable precaution to keep Your Vehicle secured. This includes but is not limited to leaving Your Vehicle unattended while unlocked or leaving Your ignition key in or on Your Vehicle unattended.

2.6 WAR AND CIVIL WAR RISK

There is no cover under this Policy for any loss, damage, injury or liability (including any cost of defending any action) connected in any way directly or indirectly to:

a) War, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, Act of Terrorism, mutiny, rebellion or revolution;

b) Civil commotion assuming the proportions of or amounting to popularizing, uprising, insurrection or military or usurped power; or

c) Confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

2.7 TERRORISM RISK

There is no cover under this Policy for any loss, damage, injury or liability (including any cost of defending any action) of any nature connected in any way directly or indirectly to any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

There is also no cover for any loss or liability (including any cost of defending any action) of any nature directly or indirectly caused by, resulting from or due to any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any loss or liability (including any cost of defending any action) is not covered by this insurance the burden of proving the contrary shall be upon You.

2.8 NUCLEAR RISK

There is no cover under this Policy for any Accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) directly or indirectly connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

a) The use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;

b) The use, handling or transportation of radioactive material in relation to any Act of Terrorism;

c) The use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or

d) The use, handling or transportation of radioactive material.

2.9 CONTRACTUAL LIABILITY

We will not pay for any liability that arises by virtue of an agreement but for which We would not have been liable in the absence of such agreement.

2.10 UNAUTHORISED DRIVER

We will not pay for any Accident, loss, damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being driven by any person other than an Authorised Driver.

2.11 INVALID REGISTRATION OF VEHICLE

There is no cover under this Policy if Your Vehicle is driven when it is not registered under the Road Traffic Act 1961 or when the registration has been cancelled under the relevant terms of the Road Traffic Act 1961, as amended from time to time.

2.12 WILFUL ACT

Any intentional or wilful act of You or that of Your Authorised Driver.

2.13 TRANSIT CLAUSE

We shall not be liable whilst the Vehicle is in transit (including loading and unloading) between:

a) Singapore and her offshore islands

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

Unless otherwise specified in Your Policy Schedule.

2.14 TRANSPORTATION OF EXPLOSIVES

The Company shall not be liable in respect of any accident, loss, damage or liability caused, sustained or incurred out of the ownership, operation, maintenance or use of any vehicles the principal use of which is:

a) The transportation of high explosives, such as nitroglycerine, dynamite or any other similar explosive;

b) Bulk transportation of liquefied petroleum or gasoline;

c) The transportation of chemicals or gases in liquid, compressed or gaseous form;

d) The transportation of hazardous waste.

Where:

- Items (b) & (c) are not applicable where insured`s main occupation is not considered as such.
- hazardous waste means unusable by-products from any chemical and metal-processing operations which contain toxic or polluting materials.

Unless otherwise specified in Your Policy Schedule.

3 CONDITIONS

3.1 GEOGRAPHICAL AREA

This Policy provides cover in the Republic of Singapore, West Malaysia and Thailand (but only within 80 km of the border between Thailand and West Malaysia), unless otherwise stated in Your Schedule.

3.2 USE

This Policy covers You only when Your Vehicle is being used for the purpose shown in Your Schedule and Certificate Of Insurance.

3.3 THE AGREEMENT BETWEEN YOU & US

Your insurance cover is a legal contract between You and Us. We agree to give You the insurance set out in the Policy for the premium paid by You.

Your Application and any other information which You give Us to obtain the insurance are relied on by Us in deciding whether or not to insure You.

The insurance is only for the cover for which You have a Certificate Of Insurance and only for the period of cover indicated on the certificate. It is subject to the conditions contained in the Policy and Certificate Of Insurance.

If two or more persons are named as the policyholders on the Policy, each of them is responsible both individually and together for:

a) The completeness and accuracy of information in the Application and any statements, claims or documents given by any one of them to Us; and

b) Compliance with the conditions of the Policy.

3.4 WHAT YOU MUST TELL US

The law requires You to tell Us everything You know (or could reasonably be expected to know) that is relevant to Our decision to give You insurance and on what terms. You must tell Us these things before We cover You and every time You renew a Policy.

You must tell Us immediately if any of the information You have given Us changes.

If You do not give Us all relevant information, if You mislead Us or if there is evidence that You may have misled Us, We may:

a) Refuse to pay a claim or part of it; and/or

b) Cancel the Policy.

3.5 WHAT YOU MUST DO

You must:

a) Maintain Your Vehicle, its Accessories and spare parts in good and roadworthy condition and take reasonable care to safeguard them from loss or damage at all times;

b) Allow Us free and full access to examine Your Vehicle or interview any person or Authorised Driver You permit to drive it;

c) Comply with all the conditions set out in this Policy;

d) Comply with any relevant laws in the region where You are driving;

e) Comply promptly with requirements of public authorities;

f) Tell Us immediately:

(i) If there is any material change in the Vehicle or in the nature of the risk;

(ii) If You no longer have an interest in the Vehicle;

(iii) If You take out any other insurance which covers the Vehicle or liability against similar risks; and

g) make sure that any person You allow to drive or be in charge of Your Vehicle understands Your duties under the Policy and complies with its conditions as though he or she were the policyholder, as far as they apply to him or her.

3.6 CANCELLATION

You can cancel a Policy at any time by giving Us 7 days' notice in writing or otherwise as mutually agreed between You and Us.

If You cancel, We will refund 80% of the pro-rata premium for the unexpired period.

No refund is payable if:

a) You have reported an Accident or lodged a claim, or

b) Any third party has lodged a claim against You in respect of the coverage provided under this Policy, or

c) We have paid a claim, or

d) You have an outstanding liability, or

e) the premium refund is less than SGD50 (before GST) under Your Policy during the Period of Insurance.

If You owe any premium, You must pay it promptly.

We may cancel a Policy at any time by giving You 7 days' notice in writing to Your last known address or otherwise as mutually agreed between You and Us. We will refund the premium less an amount to cover the period for which You were insured. However, no refund is payable if a claim has been made under the Policy.

You have to return the original Certificate Of Insurance to Us when the Policy is cancelled, or make a statutory declaration that the certificate had been lost or destroyed. If You fail to do so, You will not be entitled to receive any refund of premium, where applicable. For the avoidance

of doubt, any such failure shall not invalidate the cancellation of the Policy.

If someone else is the legal owner of Your Vehicle and You have told Us of their names, We will advise them when We cancel the Policy.

If this Policy is cancelled before the date this Policy first takes effect, We shall be entitled to retain an administrative fee of SGD50 (before GST).

3.7 INTERESTS OF OTHER PERSONS

You must not transfer or assign Your interest in the Policy to another person without first obtaining Our written consent.

If anyone else has an interest in Your Policy (for example, the legal owner of Your Vehicle through a hire purchase or leasing agreement or employer's loan or personal loan), We are bound to extend the insurance to them only after You have advised Us in writing about their interests and We have agreed in writing to enter his names and interest on Your Policy.

Our entering their names on the Policy or paying any claim to them does not make You an agent or trustee for them or assign Your rights and interests.

3.8 CHANGING YOUR POLICY

You may ask Us to change a term of Your Policy. The change or addition takes place only when We confirm it in writing to You or endorse it on Your Policy or Certificate of Insurance, and You pay any additional premium that We require.

3.9 GOVERNING LAWS

3.9.1 GOVERNING LAWS

This Policy is governed by the laws of Singapore, and the following legislation:

a) Motor Vehicles (Third-Party Risks and Compensation) Act 1960;

b) Motor Vehicles (Third-Party Risks and Compensation) Rules of Singapore;

c) Road Transport Act 1987 of Malaysia; and

d) any subsequent revisions to the above legislation.

3.9.2 AVOIDANCE OF TERMS AND RIGHT OF RECOVERY

In the event that We are required to pay under any of the following agreements:

a) Motor Vehicles (Third-Party Risks and Compensation) Act 1960;

b) The agreement between the Minister for Finance (Singapore) and the Motor Insurers' Bureau of Singapore dated 22 February 1975;

c) The agreement between the Minister for Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968; and

d) any subsequent revisions to the above legislation or agreements,

You must repay Us any amount for which We would not otherwise be liable under this Policy.

3.9.3 JURISDICTION

Cover under this Policy will only apply to judgements which are in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia, Thailand or Singapore.

3.10 FIDREC/ARBITRATION

Any dispute about any matter arising under, out of, or in connection with this Policy shall first be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC. If the dispute cannot be referred to or resolved by FIDReC, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator.

3.11 REJECTION/FORFEITURE OF YOUR CLAIM

If We reject liability for Your claim and You do not refer it to FIDReC or arbitration within 12 calendar months from the date of Our rejection, then it shall be deemed that You have accepted Our rejection of Your claim and waived all Your rights with respect to such claim, and accordingly such claim shall not be recoverable under this Policy.

3.12 CHANGES IN POLICY TERMS AND CONDITIONS

a) We reserve the right to alter the Policy terms during any Period of Insurance as We reasonably considers appropriate or if the Policy or We are affected by a change in legislation or taxation, or any judicial decision. We will give You 30 days' written notice of any such alteration. Your continued payment of premium after We give such notice will constitute acceptance of the change.

b) Premium rates are not guaranteed and may be increased or varied by Us:

(i) When a material change in risk occurs; or

(ii) When there is a general rate increase affecting all policyholders reflecting Our actual or anticipated results in this class of business.

c) Any misrepresentation of or failure to disclose material facts in any document or declaration (including in the Application), will entitle Us to alter, amend, cancel the Policy or exercise any other right available to it at law having regard to the true facts.

d) In the event of the entire product being withdrawn by Us due to adverse experience or for any other reason, and if you are so affected, You will be offered participation in a replacement product, if available, on the terms, conditions and premium rates then prevailing.

3.13 EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Save as provided for under the Motor Vehicles (Third-Party Risks and Compensation) Act 1960 or the subsidiary legislation promulgated thereunder, any person or entity who is not a party to this Policy shall have no rights under the Contracts (Right of Third Parties) Act 2001 to enforce any terms of the Policy.

These conditions in their entirety are a condition precedent to liability and failure to comply with any of the above requirements in respect of any Accident and/or an occurrence will result in You or Your Authorised Driver being denied indemnity under both Section 1 and Section 2 of the Policy in respect of that particular Accident and/or occurrence.

4 POLICY BENEFITS

4.1 SECTION 1 – YOUR VEHICLE: DAMAGE, LOSS OR THEFT

4.1.1 INSURANCE COVER

The extent of insurance provided under this Policy depends on the type of cover You have taken up as specified in the Schedule. For the avoidance of doubt, only one of the covers (A), (B) or (C) immediately below would be applicable for Your Policy. Coverage under this Section

shall be in addition (where applicable) to any coverage under Section 2.

A. COMPREHENSIVE COVER

If Your Vehicle and its Accessories and spare parts are accidentally damaged, lost or stolen during the Period of Insurance, We may at Our option and subject to Section 1.6:

a) Repair or replace any part of the Vehicle or any accessory or spare part damaged or stolen; or

b) Pay in cash the amount of loss or damage, so long as the aforesaid damage and/or loss was due to one of the perils listed below:

(i) Accidental collision or overturning;

(ii) Fire, lightning, thunderbolt, explosion, self-ignition or being hit by a falling object;

(iii) Acts of god, including flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm;

(iv) Theft;

(v) riot, strike; or

(vi) malicious damage.

c) pay for the towing service under a towing cost limit of up to SGD200.

B. THIRD PARTY, FIRE AND THEFT COVER

If Your Vehicle and its Accessories and spare parts are accidentally damaged by fire or stolen during the Period Of Insurance, We may at Our option and subject to Section 1.6:

a) Repair or replace any part of the Vehicle or any accessory or spare part damaged or stolen; or

b) Pay in cash the amount of loss or damage.

C. THIRD PARTY ONLY COVER

The cover that You have chosen for Your Vehicle is limited to 'Third Party' insurance as provided under Section 2 only. This means that We will not pay for any loss or damage to Your Vehicle and all benefits herein under Section 1 of the Policy will not be applicable for You.

4.1.2 AUTHORISED WORKSHOP

Unless You choose and pay additional premium for Preferred Workshop Endorsement, it is a condition of this Policy that all repairs or replacement of parts to Your Vehicle for any damage covered under this Policy shall be carried out by one of Our Authorised Workshops.

If You are insured under Our Authorised Workshop plan, we will assign a workshop for Your Vehicle repairs.

4.1.3 AUTHORISED REPAIR LIMIT

In case Your Vehicle is accidentally damaged and the damage is covered by Your Policy, You may authorise the repair of Your Vehicle if:

a) The estimated cost of the repair is not more than SGD350; and

b) You send Us a detailed estimated cost within 14 days of the event or within 14 days of when You would reasonably be expected to know of the event.

4.1.4 MARKET VALUE

If only part of Your Vehicle, or the Accessories or spare parts relating to the Vehicle are damaged or lost, We are liable to pay no more than the Market Value of the part of Your Vehicle, Accessories or spare parts damaged or lost plus the reasonable costs of fitting parts.

If Your Vehicle is a total loss, the maximum amount We are liable to pay is the Market Value.

4.1.5 MODIFICATION

If the part of Your Vehicle, or the Accessories or spare parts to be replaced are modified in any way, we will reinstate the factory original during replacement

4.1.6 WHAT IS NOT INSURED

Your Policy does not insure You against:

a) Depreciation, wear and tear to Your Vehicle;

b) Mechanical, electrical or electronic breakdown, failure or breakage to Your Vehicle that was not caused by or during the Accident;

c) Damage to tyres or rims unless other parts of the Vehicle are damaged in the same Accident;

d) Loss of use of Your Vehicle or any other indirect or consequential loss;

e) All applicable Excess amounts (including where stated in the Schedule) and the applicable goods and service tax;

f) Damage, loss or Theft to Accessories when the Accessories are not on the Vehicle at the time of Accident;

g) Loss or damage to Your Vehicle while being transported by sea (including loading and unloading as part of the journey);

h) Loss or damage arising from a criminal breach of trust;

i) Any loss of value of Your Vehicle whilst in storage, under traffic police's custody, before repairs, whilst the repairs are carried out or if the Vehicle is treated as a Constructive Total Loss or a total loss, including but not limited to such loss of value arising from a depreciation in the value of the Vehicle's certificate of entitlement rebate or preferential additional registration fee;

j) Airfreight charges or any other costs arising from delays in the repairs due to the unavailability of the spare parts, in the event of loss or damage to the Vehicle;

k) Repair costs, loss of use or any other losses, damages, costs or expenses if You or someone acting on Your behalf lodges a third party claim under a separate motor insurance policy, regardless of the success or not of such third party claim;

l) Any damage to or loss or Theft of any items or personal belongings in Your Vehicle, whether at the time of the Accident or otherwise, which do not constitute Accessories;

m) Damage caused by overloading or strain; and

n) Damage caused by explosion of any boiler forming part of or attached to the Vehicle.

4.2 SECTION 2 – LIABILITY TO THIRD PARTIES

4.2.1 YOUR LIABILITY

4.2.1.1 Injury and Damage

With all types of cover, We pay all the amounts that You are legally liable to pay to others in compensation for:

a) Death or bodily injury; or

b) Loss of or damage to property,

as a result of an Accident occurring during the Period of Insurance and arising out of the use of Your Vehicle.

4.2.1.2 Legal Representation and Services

At Our option We may:

a) Arrange for representation at any inquest or official inquiry;

b) Undertake the defence in any proceedings against You for an act or alleged offence relating to an event covered by this Section 2 of Your Policy; and/or

c) At Your written request, arrange and pay for legal services to defend You or Your Authorised Driver against a charge of causing death by driving (but not a charge of murder) subject to a limit of SGD3,000 for such legal services.

4.2.1.3 Costs and Expenses

We pay for any reasonable costs and expenses in connection with an Accident that involves Your legal liability to others, provided You have obtained Our written consent before incurring them.

4.2.2 THE LIABILITY OF OTHERS

We give the same cover against legal liability as We give You to:

a) Any persons driving Your Vehicle with Your permission;

b) Any passenger getting into or out of, or travelling in Your Vehicle, but not if such passenger begins driving Your Vehicle;

c) Your employer while You are driving Your Vehicle covered by this Policy for Your employer's business;

d) Any member of Your family, paid driver or other person driving Your Vehicle if they had Your permission to drive it in Your lifetime, in the event of Your death.

This extension of cover is given to others only if they comply with each term and condition of this Policy as far as it applies to them and they are not entitled to cover under any other insurance policy.

4.2.3 LEGAL PERSONAL REPRESENTATIVES

If anyone (including You) who has incurred legal liability and who is covered for it under this Policy dies, We cover the person's legal personal representatives to the same extent if someone claims against them for that legal liability.

4.2.4 WHAT IS NOT INSURED?

This Section 2 of Your Policy does not insure against claims for:

a) Death or bodily injury:

   (i) To a person (including You) driving Your Vehicle; or

   (ii) Which You can claim for under the Work Injury Compensation Act 2019; and/or

b) loss or damage to property that:

   (i) Belongs to, or is in the care custody or control of, any person covered by this Policy or any member of that person's Household; or

   (ii) Is being carried by the Vehicle; and/or

c) All claims:

   (i) Caused by damage from explosion of any boiler forming part of or attached to the Vehicle; or

   (ii) Caused by sparks or ashes from the Vehicle if it is steam driven; or

   (iii) Caused to any bridge, weighbridge or viaduct or to any road or anything beneath by the vibration or by the weight of the Vehicle or of the load carried by the Vehicle.

4.2.5 HOW MUCH DO WE PAY?

The maximum amount We pay for legal liability for injury or damage, legal services, costs and expenses shall not exceed the separate limits of liability for these items shown herein.

Whether there is one (1) claim or several claims arising out of the same Accident, the maximum aggregate amount

We will pay for legal liability for injury or damage, legal services, costs and expenses is as follows:

a) Death or bodily injury – unlimited; and

b) Loss of or damage to property - SGD500,000.

4.3 SECTION 3 – TOWING DISABLED VEHICLES

This Policy shall be operative whilst Your Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and We will indemnify the insured in terms of Section 2 in respect of liability in connection with such towed vehicle provided that;

a) Such towed vehicle is not towed for reward;

b) We shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

5 NO CLAIM DISCOUNT

5.1 DISCOUNT ON PREMIUM (NON-PRIVATE HIRE)

If Your Vehicle is not a Private Hire Vehicle, the premium discount You will be entitled to for the next Period Of Insurance if no claim has occurred is as follows:

No claim for:	Discount on premium
One year	10%
Two consecutive years	15%
Three or more consecutive years	20%

5.2 REDUCTION IN NO CLAIM DISCOUNT (NON-PRIVATE HIRE)

If Your Vehicle is not a Private Hire Vehicle, Your No Claim Discount for the next Period Of Insurance will be reduced if a claim has occurred during the current Period Of Insurance.

	Discount reduced to
Current Discount	If 1 Claim
20%	0%
15%	0%
10%	0%

5.3 DISCOUNT ON PREMIUM (PRIVATE HIRE)

If Your Vehicle is a Private Hire Vehicle, the premium discount You will be entitled to for the next Period Of Insurance if no claim has occurred is as follows:

No claim for:	Discount on premium
One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five or more consecutive years	50%

5.4 REDUCTION IN NO CLAIM DISCOUNT (PRIVATE HIRE)

If Your Vehicle is a Private Hire Vehicle, Your No Claim Discount for the next Period Of Insurance will be reduced if one or more claims have occurred duringa period of insurance.

	Discount reduced to	
Current Discount	If 1 claim	If 2 claims or more
50%	20%	0%
40%	10%	0%
10 – 30%	0%	0%

6 CLAIMS

6.1 WHAT YOU MUST DO

If Your Vehicle is lost, damaged or involved in an Accident, no matter whether this would give rise to a claim, You must:

a) Report the loss, damage or Accident within 24 hours or by the next working day at Our Authorised Workshops. If You fail to do this, We will reduce Your (NCD);

b) Give Us and the police immediate notice of the event and co-operate with Us in taking action against the guilty person, if Your Vehicle is stolen or involved in a criminal act;

c) Inform and send to Us immediately any claim by someone else or any writ, summons, offer of composition or notice of any other proceedings that You have received (this includes telling Us if You become aware of any pending court proceedings or offers of settlement);

d) Give Us any information and help that We may need in handling a claim. This may include but is not limited to attending court to give evidence and attending interviews; and

e) Decide whether to claim under Your Policy or against the third party and if the former, You must report to Us with all relevant facts and documents within 14 days of the event or within 14 days of when You would r easonably be expected to know of the event.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any Accident and/or an occurrence will result in You or Your Authorised Driver being denied indemnity under both Section 1 and Section 2 of the Policy in respect of that particular Accident

and/or occurrence. Failure to comply with this condition precedent will result in You losing all or part of Your No Claim Discount as set out below.

For Non-Private Hire Vehicles:

	Discount Reduced To
Current Discount	**If Non-Reporting**
20%	10%
15%	0%
10%	0%

For Private Hire Vehicles:

	Discount Reduced To
Current Discount	**If 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:

a) Accident NCD – Refers to the loss of percentage of NCD entitlement as a result of claims arising from an Accident;

b) Non-Reporting NCD – Refers to the loss of percentage of NCD as a result of not reporting or late reporting of an Accident as set out under the Policy.

6.2 WHAT YOU MUST NOT DO

When there may be a claim against Us, You must not, without Our consent:

a) You as Insured or Driver, should not leave Your Vehicle unattended or cause the vehicle to remain at rest in a position likely to cause danger to other road users under Section 122 Road Traffic Act 1961;

b) Leave Your Vehicle unattended without taking proper precautions to prevent further loss or damage in the event of an Accident;

c) Drive Your Vehicle after it is damaged before necessary repairs have been carried out (We shall not be liable for any further damage if You do);

d) Carry out repairs to Your own Vehicle beyond the authorised repair limit of SGD350 or dispose of any damaged property until We have had the opportunity to inspect it;

e) Admit liability to anyone else; or

f) Negotiate, pay or settle a claim with anyone else.

6.3 WHAT WE MAY DO

If Your Vehicle is lost, damaged or involved in an Accident, no matter whether this would give rise to a claim, We may:

a) Adjust Your claim before repairing Your Vehicle, if the repair costs is more than SGD350;

b) Consider Your claim even if You do not send Your Vehicle to the reporting centre and repair at Our Authorised Workshop as required, if You:

   (i) Send Your Vehicle to the reporting centre at Our Authorised Workshop for inspection and report the Accident as soon as possible before it is repaired elsewhere; and

   (ii) Write to give Us the reason for not reporting and/or sending Your Vehicle to the reporting centre at Our Authorised Workshop as required;

c) Take over and conduct in Your name the defence or settlement of any claim made against You. We have the full right to decide on how the defence is conducted or a claim settled; or

d) Represent You at any inquest or official inquiry.

If We pay Your claim, We have the right to take legal action in Your name against any person responsible for the loss, damage or injury. We take this action at Our own expense. You must not do anything which limits Our rights to do so.

We are not obliged to continue to conduct the defence or settlement of a claim against You by another person for damage to his property under Section 2, once We have paid up to the limit of liability of SGD500,000.

6.4 OTHER INSURANCE

If You make a valid claim for damage or loss, We are liable to contribute only a pro-rata amount if You have other insurance covering the same damage or loss. This Policy does not provide cover for other persons if they have cover under any other insurance Policy.

6.5 PAYMENT TO LEGAL OWNERS

In a claim made by You under this Policy for loss of or damage to Your Vehicle and if We settle in cash, We may pay the legal owner directly if:

a) Your Vehicle is owned by someone else (for example, under a hire purchase or leasing agreement or employer's loan or a personal loan); and

b) The legal owner is named in the insurance Policy.

Upon acceptance of such payment, We shall be absolved of all liability.

6.6 WHAT CAN AFFECT YOUR ENTITLEMENT

If You do not comply with any condition of Your Policy, it may affect Your rights to claim under the Policy.

7 ENDORSEMENTS

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule and are subject otherwise to the terms, definitions, exclusions, limits and conditions of this Policy.

7.1 ENDORSEMENT NUMBER:

7.1.1 EXCESS

The Excess amount shown in the Schedule is the amount You agree to bear in respect of each and every claim made.

In the event that the amount of Your claim is less than such Excess amount, You shall bear the entire amount of Your claim.

The applicable Excess are:

a) Own Damage Excess, applicable to Section 1 of Your Policy.

b) Third Party Liability Excess, applicable to Section 2 of Your Policy.

c) Young, Elderly, and/or Inexperienced Driver (YEID) Excess, applicable to Section 1 of Your Policy, if Your Vehicle is driven by an Authorised Driver who has held a full driving license of less than 2 years, or is under the age of 27 or above the age of 75, unless otherwise specified in your Policy Schedule.

For the avoidance of doubt, the YEID Excess is payable in addition to the Own Damage Excess and/or the Third Party Liability Excess, subject otherwise to the terms of this Policy.

Excess does not apply to loss or damage caused by fire, external explosion, lightning and Theft.

In the event of any payment made by Us, We reserve the right to claim from You any Excess that ought to have been borne by You under this clause.

7.2 BREAKAGE OF GLASS IN WINDSCREEN OR WINDOW

If Your Vehicle's Windscreen is cracked, chipped or broken because of an Accident, and there is no other damage to Your Vehicle, We will pay the cost to replace or repair the damaged Windscreen under this benefit. Such payment will not affect Your No Claim Discount.

You will need to pay an Excess of SGD100 before GST (or as indicated in Your Schedule) if Your Vehicle's Windscreen is being replaced.

You do not have to pay any Excess, if the Vehicle's Windscreen is being repaired.

Repairs for scratches are not covered by this benefit, nor are any solar/security films, unless originally fitted by the manufacturer.

Subject otherwise to the terms of this Policy.

7.3 HIRE PURCHASE ARRANGEMENT

It is hereby understood and agreed that the persons, firms and/or finance company named as "hire purchase owners" in the Schedule of this Policy (hereinafter referred to as the "owners") are the owners of the Vehicle and that the 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) this Policy shall be made to the owners as long as they are owners of the Vehicle and their receipt shall be a full and final discharge by Us in respect of such loss or damage.

It is also understood and agreed that, irrespective of any provision to the contrary in any hire purchase agreement in respect of your Vehicle, this Policy is issued to the policyholder named in the Schedule of this Policy as the principal party and not as an 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 this 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.

7.4 PREFERRED WORKSHOP FOR ACCIDENT REPAIRS

In consideration of an additional premium, any Accident repairs to Your Vehicle under Section 1 of this Policy can be carried out by one of Your Preferred Workshops (unless specifically excluded by Us).

For the avoidance of doubt, You are still required to report the loss, damage or Accident at one of Our Authorised Workshops.

Subject otherwise to the terms of this Policy.

7.5 MEDICAL EXPENSES

In consideration of an additional premium, We pay the reasonable medical expenses incurred by You, your Authorised Driver or a passenger in connection with a bodily injury;

a) Sustained as the direct and immediate result of an Accident involving Your Vehicle during the Period Of Insurance; and

b) Caused by accidental, violent, external and visible means.

If the Accident occurred outside of Singapore, the following conditions apply:

c) The medical treatment must be recommended or requested by a Medical Practitioner.

d) If You, Your Authorised Driver or passengers wish to continue or have follow-up medical treatment in Singapore, You, Your Authorised Driver or passengers must do so within 30 days upon return to Singapore and only if this treatment is recommended or requested by a Medical Practitioner.

e) If You, Your Authorised Driver or passengers did not get medical treatment overseas, then medical treatment must be sought within 7 days upon returning to Singapore.

If the Accident occurred within Singapore, medical treatment must be sought in Singapore within 7 days from the date of the Accident.

For the purpose of this Endorsement, Medical Practitioner means a qualified Medical Practitioner legally registered and licensed by the medical authorities of the country in which treatment is provided and who is practising within the scope of his/her licensing and training.

Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment and the like is excluded unless:

a) It is carried out to restore loss of function or change in appearance due to an injury or a condition sustained as a result of an Accident; and

b) It is done at a medically appropriate stage after the Accident.

The maximum amount We pay under this Endorsement is up to SGD1,000 per occupant per Accident.

This benefit is only applicable provided that You have a claim which is paid or payable by Us according to Section 1 of this Policy.

7.6 PERSONAL ACCIDENT BENEFITS

Endorsement 7.6.1, Endorsement 7.6.2, or both, shall apply as provided for if mentioned in the Schedule.

7.6.1 We will pay, subject to Your payment of the applicable additional premium, full compensation as shown in the Scale of Benefits (100%) for physical disability or death suffered by You or half of the compensation as shown in the Scale of Benefits (50%) for physical disability or death suffered by Your Authorised Driver.

7.6.2 We will pay, subject to Your payment of the applicable additional premium, half of the compensation as shown in the Scale of Benefits (50%) for physical disability or death suffered by each of Your passenger(s).

We will only pay under Endorsement 7.6.1 and/or Endorsement 7.6.2 above if the physical disability or death:

a) was the direct and immediate result of an Accident:

   (i) Involving Your Vehicle or

   (ii) When travelling in or getting into or out of Your Vehicle;

b) was caused by accidental, violent, external and visible means and is independent of any other cause (except associated medical or surgical treatment);

c) occurred within 3 calendar months of the Accident;

d) did not arise directly or indirectly out of intentional self-injury, suicide or attempted suicide, or physical defect or infirmity; and

e) did not arise while You or the Authorised Driver (as applicable) were under the influence of intoxicating liquor or drugs.

If multiple Injuries as stated in the Scale of Benefits are sustained in the same Accident, We will only pay for the Injury that gives the highest benefit.

The maximum aggregate compensation payable by Us under this Endorsement 7.6 of the Policy during the Period of Insurance is:

a) (in respect of Endorsement 7.6.1) SGD50,000 in respect of death or bodily injury suffered by You or SGD25,000 in respect of death or bodily injury suffered by the Authorised Driver; and

b) (In respect of Endorsement 7.6.2) SGD25,000 per person multiplied by the legal seating capacity of the Vehicle (minus one driver) in respect of death or bodily injury suffered by the passenger(s) of the Vehicle. If the number of persons (including the driver) in the Vehicle at the time of occurrence exceeds the number stated as the legal seating capacity in the Schedule, We shall be liable only up to the maximum aggregate compensation aforesaid. Where applicable, such maximum aggregate compensation shall be paid to all passengers suffering physical disability or death in equal shares.

We will pay the compensation 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.

If the policyholder is a company, We pay these benefits only if an individual is named by this Endorsement in the Policy as being entitled to receive them.

7.7 SCALE OF BENEFITS

Injury		Compensation
Death		SGD50,000
Permanent Total Disablement		
Loss of two limbs		
Loss of both hands or of all fingers and both thumbs		
Total and permanent loss of sight of both eyes		
Total paralysis		
Injuries resulting in being permanently bedridden		
Loss of hand at wrist		
Loss of arm	between shoulder and elbow	
	at and below elbow	
Loss of leg	at hip	
	between knee and hip	
	below knee	

7.8 FLEET RATED RISKS

It is hereby understood that the No Claims Discount of this Policy is deemed to be cancelled.

7.9 THIRD PARTY WORKING RISK

Your Policy is extended to cover Your liability to others for any loss or damage to property, bodily injury or death arising from any Accident that happens while the equipment is being used.

The limits of indemnity in respect of any one claim or a series of claims arising from any Accident are:

- Up to an aggregate of SGD100,000 for damage to property unless otherwise stated in Your Schedule.
- Unlimited for bodily injury or death to any person;

An excess of SGD1,000 will apply to each claim or a series of claims arising out of a single Accident from the use of the equipment.

For the purposes of this Endorsement, "Equipment" refers to any plant, machinery, equipment, or tool (and it's Accessories and parts) which is installed on or fixed to the Vehicle for purposes other than to help drive the vehicle. It is hereby understood that the No Claims Discount of this Policy is deemed to be cancelled.

7.10 AIRSIDE EXTENSION

Your Policy is extended to cover Your Vehicle whilst operating within the airside but exclude airport runways of Changi Airport and/or Seletar Airport. The limit of the amount under Third Party

property damage and Third Party bodily injury in respect of any one claim or series of claims arising out of one event is limited to SGD$100,000 and unlimited respectively.

Under this extension, an additional excess of SGD$1,000 is applicable for any damage to Your Vehicle, third party property or death or injury to any person.

Notwithstanding this extension, Your Policy does not cover any loss or damage to aircraft and its cargo and any bodily injury to passengers on aircraft and aircrews. Accordingly, all forms of aviation liabilities are absolutely excluded whether directly or indirectly.

This extension does not cover any Accident, loss or damage or liability of any nature arising out of, on and/or in connection with any area which any aircraft and/or parts of aircraft are in any way transported and/or moved, whether propelled by its own power or otherwise.

Subject otherwise to the terms, exceptions and conditions of this Policy.

7.11 HIRE VEHICLES – HIRER DRIVING ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless Your Vehicle is being driven by You or an Authorised Driver employed by You, the Policy shall be operative only whilst the Vehicle is let on hire by You to any person (hereinafter called the "Hirer") who:

a) Shall have entered into a Hire Contract with You; and

b) Shall have satisfied You that the Vehicle will be driven only by a person duly licensed to drive.

Whilst the Vehicle is let on hire to the Hirer We shall not be liable:

a) For any loss damage or liability due to or arising from theft or conversion by the Hirer;

b) If the Vehicle is used by the Hirer for the carriage of passengers for hire or reward;for death of or bodily injury to any person in the employment of the Hirer arising out of and in the course of such employment;

c) For damage to property belonging to held in the Hirer or a member of the Hirer's Household or being conveyed by the Vehicle.

7.12 NO CLAIM DISCOUNT PROTECTOR

In consideration of an additional premium, if Your NCD is 30% or higher, You can purchase the NCD Protector at an additional premium. This will allow You to retain Your NCDin the event there is one claim made against Your Policy within the Period of Insurance.

If You make more than one claim, the normal NCD rules will apply and Your entitlement will be reduced by 30% as follows for each claim on renewal with Us.

With NCD Protector:

	NCD upon renewal		
Current Discount	**If 1 claim**	**If 2 claims**	**If 3 claims or more**
50%	50%	20%	0%
40%	40%	10%	0%
30%	30%	0%	0%

PLEASE NOTE

a) In the event You decide to switch insurers, You may notbe entitled to Your protected NCD with the new insurer; and

b) The NCD Protector does not constitute a waiver ofOur rights to cancel or refuse to renew Your Policy at the end of the Period of Insurance.

8 SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not be deemed to provide cover and shall not be liable to pay 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 United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America, Singapore and/or any other applicable national economic or trade sanction law or regulations.

9 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 Us or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg).

10 PREMIUM WARRANTY

Payment Before Cover Warranty (For Non-Corporate Insured)

1. Subject to clause 2 below, it is hereby agreed and declared that the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Inception Date (the "Inception Date") of the coverage under the Policy.

2. In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Inception Date referred to above, then the Policy shall not attach and shall be deemed to be cancelled immediately, and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever.

Premium Payment Warranty (For Corporate Insured)

1. Subject to clause 2 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, if applicable) within sixty (60) days of the:

a) Inception Date of the coverage under the Policy; or

b) Effective date of each Endorsement, if any, issued under the Policy, as applicable.

2. 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, if applicable) within the sixty (60) day period referred to above, then:

   a) The cover under the Policy is automatically terminated immediately after the expiry of the said sixty (60) day period;

   b) Even if the cover under the Policy is terminated automatically, You shall remain liable for any premium incurred within the said sixty (60) day period; and

   c) We shall be entitled to a pro-rata time on risk premium subject to a minimum of SGD25 (before GST)

3. 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.

Condition Precedent (For Corporate Insured)

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

a) For the risk insured, the 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 insured 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 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

   (ii) A copy of the written confirmation from the previous insurer to this effect is first provided by the insured to the Company before cover incepts.

THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT, RETURN AT ONCE FOR ALTERATION

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