

COMMERCIAL VEHICLE POLICY WORDINGS

A. Our Contract

This Policy (including this document, the Schedule, Certificate of Insurance and any Endorsement) forms a legally enforceable contract between You and Us.

We agree to provide You cover and pay the benefits set out in this Policy in return for the premiums paid by You and Your acceptance of all terms and conditions in this Policy.

All information that You have provided for Us whether directly or indirectly through your appointed representative or through any other means, including declarations made over the phone or internet forms the basis of this Policy. Any question unanswered means "no".

You must disclose to Us, fully and faithfully, the facts You know or ought to know which may affect Our decision on accepting your application and/or calculate the premium, and all the information You have provided to us must be accurate and true, otherwise, We will cancel this Policy as if it had not been issued or You will not receive any benefit from this Policy.

Please review the Policy documents carefully and notify us immediately in case of any discrepancy.

B. Your Policy Coverage

Section 1: Insurance on Your Motor Vehicle

1. LOSS OR DAMAGE

We will pay You loss or damage to Your Vehicle and its Accessories and Spare Parts if such loss or damage:

- (a) takes place on road, rail, inland waterway, lift or elevator:
 - (i) within the Geographical Area; or
 - (ii) while in transit by direct sea route across:-
 - (iii) the straits between the island of Penang and the mainland of West Malaysia or between Changi Point, Singapore and Tanjung Berlungkor, Johore;
- (b) and caused by any of the following events which occurs during the Period of Insurance of this Policy:-
 - (i) accidental collision or overturning;
 - (ii) contact with falling object or collapse of ground support,
 - (iii) external explosion, fire, self-ignition,
 - (iv) theft, burglary, housebreaking, malicious act by strangers or unknown offender, or
 - (v) act of God like flooding, landslides, earthquake, cyclone, lightning, tsunami, volcanic activity, unplanned wildfire, or other natural disasters.

We will not pay for:

- (a) loss or damage to Your Vehicle not caused by any of the above events;
- (b) any accident in the event of Abandonment of Vehicle;
- (c) loss of use (unless provided otherwise in the Schedule) or any other consequential loss;
- (d) repair not authorised under this Policy (except for the Unauthorised Repair Limit mentioned below);
- (e) depreciation, wear and tear,
- (f) loss or damage partly or wholly due to manufacturing defect or design defect;
- (g) mechanical or electrical breakdowns, failures or breakages, unless caused by any of the above events;
- (h) damage caused by overloading or strain;
- (i) damage caused by explosion of any boiler which is part of or attached to Your Vehicle;
- (j) damages to tyres unless other parts of Your Vehicle are also damaged in the same event mentioned above;
- (k) pre-existing damages to Your Vehicle;
- (l) damage to data, software or computer programs of Your Vehicle;
- (m) loss or damage to properties brought to Your Vehicle;
- (n) loss or damage to Your Vehicle if Your Vehicle has been modified unless the modification has been declared and accepted by Us. (For avoidance of doubt, We will not pay for loss or damage to a modified vehicle even if approval has been obtained from LTA before the loss or damage.)
- (o) any loss and damage beyond the limits set in This Policy;
- (p) any Excess payable in this Policy.
- (q) damage while Your Vehicle is in transit between:
 - (i) Singapore and her offshore islands;
 - (ii) West Malaysia and her offshore islands other than Penang.

We have the option to repair, reinstate, replace or offer a cash settlement for the loss of or damage to Your Vehicle or its Accessories and Spare Parts and only We can make the decision on the option.

We will not cover You for more than the current value of:

- (a) used parts of Your Vehicle, its Accessories and Spare parts that are lost or damaged; and
- (b) The reasonable cost of fitting such parts.

In any case, We will not pay You for more than the prevailing Market Value of Your Vehicle at the time of the loss or damage.

2. REMOVAL OF YOUR VEHICLE AFTER ACCIDENT

If Your Vehicle cannot be driven safely due to loss and damage covered by Section 1 of this Policy, We will pay the reasonable costs of towing fee of your Vehicle to our Accident Reporting Centre, up to a total limit of \$200.00 per accident.

Section 1: Insurance on Your Motor Vehicle (continued)

3. UNAUTHORISED REPAIR LIMIT

If Your Vehicle sustains damage covered by Section 1 of this Policy, we will only pay costs of repair not exceeding \$200.00 if such repair is not authorised by Us.

4. HIRE PURCHASE AGREEMENT

If Your Vehicle is under a hire purchase agreement, any cash settlement (including payment for damage in cash instead of repair) will be paid by Us to the hire purchase company referred as "Financial Interest" in the Schedule. Once the hire purchase company receives payment, We are no longer liable to any loss or damage related to Your Vehicle.

All claims must be made by You. The hire purchase company has no right to claim under this Policy.

You cannot transfer Your rights, benefits, and claims under this Policy to the hire purchase company without obtaining Our written consent first.

5. REPLACEMENT OF PARTS

If a replacement part is needed for loss or damage covered under Section 1 of this Policy:

- (a) But that part is not available in the country where Your Vehicle is being repaired; or
- (b) We choose to pay for damage in cash instead of replacing the part;

We will pay the price mentioned in the latest catalogue or price list issued by the manufacturer or distributor for that country. If there is no such catalogue or price list, We will pay:

- (a) The last known price obtained at the manufacturer's workshop; and
- (b) The reasonable cost of transporting the part (but not by air) to that country, and any applicable import duty.

6. TOTAL LOSS

We have the option to settle the claim on Total Loss basis instead of repairing Your Vehicle. The amount We will pay on Total Loss basis is the Market Value of Your Vehicle at the time of the loss, minus any depreciation, and after deducting the Excess specified in the Schedule. If We decide to exercise this option, You shall surrender to us Your Vehicle's log card, Certificate and Policy, and You shall execute the required documents to effect a transfer of Your Vehicle. We will retain all value of possible salvage including the wreck, any Certificate of Entitlement and Preferential Additional registration Fee rebate of Your Insured Vehicle.

Section 2: Your Liability to Third Parties in Civil Claims

1. We will cover and pay for compensation (including costs and expenses) which You are legally liable to pay to third parties arising from any accident on any road caused in connection with the driving or parking of Your Vehicle or opening or closing of the doors of Your Vehicle, whether Your Vehicle is stationary or in motion for:
 - (a) Death of or bodily injury to any person; and
 - (b) Damage to property up to \$500,000.00 for any one claim or series of claims arising out of any one accident.
2. We will not cover:
 - (a) death or any bodily injury or property damage caused by or arising from or occurring during any activity of loading or unloading from the following or using the following as a tool:-
 - (i) Your Vehicle,
 - (ii) any attachment to Your Vehicle; or
 - (iii) any plant or machinery carried or mounted to Your Vehicle.
 - (b) death of or any bodily injury sustained by any person arising out of and in the course of their employment with You or Your Authorised Driver or Your Passenger who is claiming indemnity under this Section;
 - (c) damage to property that:
 - (i) is in Your Vehicle whether belong to You or third parties; or
 - (ii) belongs to or is held in trust by You or is in the custody or control of You or any member of Your Household; or
 - (iii) belongs to or is held in trust by Your Authorised Driver or is in the custody or control of Your Authorised Driver or any member of the Household of Your Authorised Driver.
 - (d) damage to bridges, weighbridges, viaducts, roads, or anything beneath directly or indirectly due to vibration or weight of Your Vehicle or Your Vehicle's load;
 - (e) any accident in the event of Abandonment of Vehicle;
 - (f) any accident arising out of the driving of Your Vehicle beyond the roadway (for examples, along pavement, bicycle track or the Park Connector Network, etc) not because of:-
 - (i) You or Your Authorised Driver avoiding an accident on the road;
 - (ii) You or Your Authorised Driver losing control of Your Vehicle on the road.
 - (g) damage to property caused by sparks or ashes if Your Vehicle is steam driven;
 - (h) property damage caused by or arising out of the explosion from a boiler part of or attached to Your Vehicle
 - (i) death or bodily injury caused by or arising out of the explosion from a boiler part of or attached to Your Vehicle, unless the explosion is caused by a collision with Your Vehicle on the road;
 - (j) Compensation for damage for judgments that are not in the first instance delivered by a Court of competent jurisdiction within West Malaysia or The Republic of Singapore;
 - (k) Costs and expenses of litigation recovered from You by any claimant which are not incurred in and recoverable in West Malaysia or The Republic of Singapore.
3. We will provide cover for Your Authorised Driver to the same extent that we would cover You only if Your Authorised Driver:
 - (a) Shall observe and abide by the applicable terms and conditions of this Policy; and
 - (b) Is not covered under any other policy.
4. We will also provide cover for Your passenger to the same extent that We would cover You if:
 - (a) The accident is caused by or in connection with opening or closing of the doors of Your Vehicle whether Your Vehicle is stationary or in motion;
 - (b) Your Passenger is not entitled to indemnity under any other policy; and
 - (c) Your Passenger shall observe and abide by the applicable terms and conditions of this Policy.

However, We will not provide any cover for any death or bodily injury to You and Your Authorised Driver.

Section 2: Your Liability to Third Parties in Civil Claims (continued)

5. In the event of a third party makes a claim against You for death or bodily injury or property damage covered in this Section, We will also pay all costs and expenses of the defence incurred but only with Our written consent.
6. In the event of Your death and a third party makes a claim against You for death or bodily injury or property damage covered in this Section, We will provide cover for Your personal representative to the same extent that We would cover You provided Your personal representative shall observe and abide by the applicable terms and conditions of this Policy.
7. If more than one party is seeking payment from Us in the same accident covered under this Section, the total combined amount payable to all parties shall not exceed the limits of liability stated in this Policy. We shall consider and pay other party's claims first. If there is any balance, We will then consider and pay Your claim.
8. After an event that gives rise to a claim or series of claims under 1(b) of this Section, we may fully pay the amount stated in 1(b) and give up conduct of any defence, settlement, or proceedings related to the claim. If so, We will not be responsible for any alleged damage caused to You due to Our alleged acts or omissions during such defence, settlement, or proceedings, and We will not be liable for any costs or expenses incurred by You after we have given up conduct.

Section 3: Defence in Criminal Proceedings/Coroner Inquiry

1. For criminal proceedings or coroner inquiry arising out of any accident that is covered under Section 2, We have the option to provide legal representation and defend for You or Your Authorised Driver. If the charge is for causing death by driving Your Vehicle (except for murder), We may decide in our own discretion to cover the costs of defence up to S\$3,000.00 if requested by You or Your Authorised Driver.
2. For avoidance of doubt, We do not pay for You or Your Authorised Driver any kind of fine or penalty against You or Your Authorised Driver.

Section 4: Towing Disabled Vehicles

If Your Vehicle is towing one disabled vehicle, we will pay for any loss or damage under Section 1 only if:

- (a) The towed vehicle is not towed for reward;
- (b) We will not pay for any loss or damage to the towed vehicle or property being transported by it.

C. General Exceptions Applicable to All Sections

We will not provide any cover or make any payment under this Policy for:

1. any accident, loss, damage, injury or liability when Your Insured Vehicle is driven or used:
 - (a) outside the Geographical Area;
 - (b) while Your Vehicle is being controlled or driven:
 - (i) for purposes beyond the "Limitations As To Use" as described in the Schedule;
 - (ii) by any person who is not You or Your Authorised Driver;
 - (iii) in the event that the accident is caused by opening or closing the door of Your Vehicle, by any person who is not Your passenger;
 - (iv) by any person who does not have a valid driving licence at the time of damage or loss;
 - (v) by You or Your Authorised Driver while under the influence of alcohol or drug. The conviction of an offence in relation to driving or being in charge of Your Vehicle under influence of alcohol or drug is not required for this exception to apply. However, if there is such conviction, We are not required to prove any further for this exception to apply;
 - (vi) has been modified unless the modification has been declared and accepted by Us. (For avoidance of doubt, no cover or payment will be made under this Policy even if approval has been obtained from LTA before the loss or damage);
 - (vii) under circumstances arising from a criminal act or for the purpose of any criminal activity;
 - (viii) for hire or reward
 - (ix) for driving lesson, driving test, racing, pace making, reliability trial, speed testing or test driving;
 - (x) under circumstances that the number of people (including the driver) in Your Vehicle at the time of the accident is more than seating capacity described in the Schedule or its legal seating capacity;
2. any accident on a public road while Your Vehicle is not licensed for use on a public road;
3. any accident, loss, damage, injury or liability directly or indirectly caused by, related to, or as a result of:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (regardless of whether war is declared), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, martial law or terrorism;
 - (b) detention, seizure, confiscation or any attempt to do so.If You make a claim, You must prove that the accident, loss, damage or liability are not directly or indirectly caused by, related to, or as a result of these events or their consequences. Otherwise, We shall not pay such claim;
4. any liability that You have agreed to take on under an agreement, which You would not otherwise have if the agreement did not exist;
5. any accident, loss, damage injury or liability directly or indirectly caused by, related to, or as a result of ionising radiations, contamination by radiations, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission;
6. any accident, loss, damage or liability directly or indirectly caused by, related to, or as a result of nuclear weapons material.
7. any claim that falls under the following circumstances:
 - (a) A fraudulent claim;
 - (b) An intentionally inflated claim;
 - (c) There is false declaration or false document presented to Us during the claim process;
 - (d) When the loss or damage claimed is intentionally caused by You or Your Authorised Driver or any person acting with permission from You or Your Authorised Driver. For avoidance of doubt, if You or Your Authorised Driver embark on an intentional act consequence of which will lead to a foreseeable accident involving Your Vehicle.
8. any judgments originally delivered by a court outside West Malaysia and The Republic of Singapore.
9. if to do so would be in violation of any sanction laws or regulation.

D. Policy Conditions

1. WRITTEN NOTICE

Any notice or communication required under this Policy must be delivered in writing to Us.

2. NO CLAIM DISCOUNT ("NCD")

If there is no claim made under this Policy for the period immediately before the renewal of Your Policy, we will give You a discount on Your premium on the following scale when you renew Your Policy:

No claim for	NCD entitlement (i.e. the discount)
One year before	10%
Two consecutive years before	15%
Three or more consecutive years before	20%

You will be entitled to the following NCD entitlement on renewal of the policy with Us if a claim or claims has/have been made or arisen during the Period of Insurance:-

No. of claims made or arisen during the Period of Insurance	Where existing NCD entitlement is 10%	Where existing NCD entitlement is 15%	Where existing NCD entitlement is 20%
One	Nil	Nil	Nil
Two or more	Nil	Nil	Nil

If You fail to comply with Policy Condition 4 below, we will reduce your NCD entitlement by a further 10%. But if your NCD entitlement after a claim is made is 10% or less, we will remove all NCD entitlement. After such deduction, that will be your final NCD entitlement upon renewal of Your Policy with us. For avoidance of doubt, such deduction shall not affect Our right to decline any payment or cover under this Policy.

Your NCD entitlement will not be affected by reporting of an accident or event covered Under this Policy unless a claim is made on the Policy for such accident or event.

Any NCD stipulated in the Schedule shall override the NCD provided herein.

3. CARE OF YOUR VEHICLE

You must take reasonable measures to protect Your Vehicle from loss or damage and ensure that it is maintained in a safe, efficient and roadworthy condition. We have the right to access and examine Your Vehicle or any part of it, as well as to interview anyone We may deem fit.

If there is an accident or breakdown, Your Vehicle must not be left unattended without proper precautions to prevent further loss or damage.

If Your Vehicle is driven before the necessary repairs are made, any additional damage caused after will not be covered by this Policy.

4. REPORTING AN ACCIDENT AND CLAIM

In the event of an accident involving Your Vehicle, irrespective of whether it will give rise to a claim under this Policy or not, You shall report the accident to the Appointed Accident Reporting Service Provider, the Accident Reporting Centre or the Approved Authorised Workshop with Your Vehicle (whether damaged or not) for photo-taking within 24 hours or by the next working day, no matter how trivial or even if there is no visible damage, and irrespective of whether You are claiming from any insurers or third parties.

When an accident involving Your Vehicles happens outside Singapore, please report the accident to the local police and obtain a copy of the traffic accident report lodged with the local police. When You return to Singapore, You shall report the accident to the Approved Authorised Workshop with Your traffic accident report and other relevant documents from the local police (if available).

For avoidance of doubt, the reporting of the accident to the Appointed Accident Reporting Service Provider, the Accident Reporting Centre or the Approved Authorised Workshop is a condition to any payments under Section 1 and 2 of this Policy, separate from any police report that you may have lodged.

In the case of theft or other criminal act involving Your Vehicle that may give rise to a claim under this Policy, You must immediately report to Us and the police and cooperate with Us in convicting the offender.

You must tell us immediately about any letter, claim, writ, summons and process You have received without answering to the same. You must also tell us immediately if You or any person who wishes to be covered under this Policy knows of any impending prosecution, inquest, injury or offer of composition relating to such accident or occurrence.

You must comply with the procedures and conditions above in this Part 4, otherwise, We will not make any payment under Sections 1 and 2 of this Policy.

5. CLAIMS PROCEDURE

You or anyone who wishes to be covered under this Policy must not admit liability or make any offers, promise, or payment without Our written consent.

D. Policy Conditions (continued)

We can:

- (a) take over conduct of defence and negotiate in Our own discretion in all proceedings relating to any claim made or may arise under this Policy;
- (b) pursue, conduct proceedings and/or settle in Our own discretion in Your name for Our benefit any claim paid by Us to You under this Policy against anyone responsible.

You must:

- (a) procure with reasonable efforts and provide all relevant information and documents that We and Our Service Providers may require;
- (b) inform Us and Our Service Providers any changes of the contact particulars of Yourself and Your available witness(es) if within Your knowledge;
- (c) provide full cooperation in assisting Us and Our Service Providers to investigate or process or defend or negotiate or pursue any claim made or may arise under this Policy;
- (d) allow and arrange with reasonable efforts for Us and Our Service Providers to conduct any interview with You or anyone we may deem fit, inspection of any property, site inspection, medical examination, photo-taking, video-recording for the purpose of investigating, processing, defending or negotiating or pursuing any claim made or may arise under this Policy;
- (e) provide Your Vehicle immediately for inspection by Our Service Providers before any repairs. We can do so regardless of whether You are entitled to or intend to claim cover under this Policy.

If Your Vehicle is damaged in an Accident that is covered under this Policy, You may decide whether to claim for it. If so, You must submit to Us a claim within 14 days of the damage occurring or being discovered. If the cost of repair exceeds \$200.00, it must be reviewed and adjusted (if necessary) by us before any repairs can begin.

6. PAYMENT BEFORE COVER WARRANTY (FOR VEHICLES REGISTERED UNDER PERSONAL NAME)

You must pay the total premium to Us on or before the inception date of the cover under the Policy, Renewal Certificate, Cover Note or Endorsement. Otherwise, this Policy has no effect as if it had never been issued and no cover is provided by Us. The Policy, Renewal Certificate, Cover Note or Endorsement if have been delivered to You will be considered cancelled immediately.

Any payment received thereafter shall have no effect on such cancellation.

7. PREMIUM WARRANTY (FOR VEHICLES REGISTERED UNDER COMPANY'S NAME)

If the Period of Insurance is less than 60 days, the premium must be paid and actually received in full by Us before the inception date under the Policy, Renewal Certificate, Cover Note or Endorsement. Otherwise, this Policy has no effect as if it had never been issued and no cover is provided by Us. The Policy, Renewal Certificate, Cover Note or Endorsement if have been delivered to You are void. Any payment received thereafter shall have no effect on such cancellation.

If the Period of Insurance is 60 days or more:

- (a) The premium must be paid and actually received in full by Us within 60 days from:-
 - (i) the inception date under the Policy, Renewal Certificate or Cover Note;
 - (ii) the effective date of any applicable Endorsement issued under the Policy, Renewal Certificate or Cover Note.
- (b) If any premium is not paid and received in full by Us within this 60-day period:
 - (i) The cover under the Policy, Renewal Certificate, Cover Note or Endorsement will be considered cancelled immediately after the 60-day period;
 - (ii) This cancellation will not affect any liability incurred during the 60-day period;
 - (iii) You will be liable to pay Us the full annual premium minus the deduction calculated in the Table of Computation of Refund found in Policy Condition 9 below, subject to a minimum of \$50.00 or the full annual premium without any deduction if a claim is made under the Policy.

8. AVOIDING CERTAIN TERMS AND RIGHT OF RECOVERY

If You or Your Authorised Driver are not covered under this Policy but We have to pay under the following legislation or agreements, You and/or Your Authorised Driver shall refund any amount that we have paid (including legal costs and other expenses incurred by Us) to us:

- the Motor Vehicles (Third Party Risks & Compensation) Act of Singapore
- the Road Traffic Ordinance of Malaysia
- the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15th January, 1968
- the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22nd February, 1975
- any subsequent revisions to the above legislation or Agreements
- the Barometer of Liability Agreement (BOLA)

You should refund Us immediately the payment which We have made if:-

- (a) after We make any payment, We become aware of any information or circumstances that would have allowed us to decline or exclude cover or payment under this Policy; or
- (b) We have made any payment which is not covered by this Policy, regardless whether it was made due to any kind of mistakes on Us or not.

You must also pay us costs and expenses for any recovery action for any amount which We have the right to recover from You under any term or condition of this Policy if:-

- (a) You do not make payment upon Our demand in writing posted to Your last known address by the deadline stipulated in Our demand; and
- (b) We have engaged solicitors or any agent for such recovery action against You.

D. Policy Conditions (continued)

9. CANCELLATION

You and We may cancel this Policy by giving each other 7 days' notice by registered post to respective last known address. You must promptly pay any premium that is due.

If full premium has been received by Us, We will refund You an amount calculated in the Table of Computation of Refund below.

If at the time of cancellation that You have not made payment of the full premium, You are required to pay the full annual premium minus the deduction in the Table of Computation of Refund below.

Computation of refund

If Used Period of Insurance not exceeding	Amount of Our Refund or Deduction from the full premium
1 week	7/8 of the annual premium
1 month	3/4 of the annual premium
2 months	5/8 of the annual premium
3 months	1/2 of the annual premium
4 months	3/8 of the annual premium
6 months	1/4 of the annual premium
8 months	1/8 of the annual premium
More than 8 months	No refund or no deduction

No refund or deduction is allowed if a claim is made under this Policy. You shall return Us any amount of refund or deduction immediately; otherwise, You shall also pay any costs and expenses incurred by us in recovery of the refund or deduction from You.

This condition does not affect Our right to cancel the Policy.

10. OTHER INSURANCE

If there is another insurance policy that covers the same accident, loss, damage, or liability, We will only be responsible for a portion of the claim according to Our Ratable Proportion share.

You must inform us in writing that you have other insurance policy during the time when You make a claim under this Policy. You shall also report the claim to the other insurer. Otherwise, any of our payment exceeding Our share shall not be considered as voluntary payment and We have a choice to recover the excess from the other insurance or from You.

This condition does not make Us liable for any accident, loss, damage or liability that We would not have covered under 2(a) of Section 2.

11. DISPUTE PROCEDURE AND DEADLINE

Any dispute arising out of this Policy must first be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC) where the dispute falls within FIDReC's jurisdiction. You may view the procedure to file complaints to FIDReC at <https://www.fidrec.com.sg/process/>. If the dispute cannot be resolved by FIDReC, the dispute shall be referred to arbitration within 12 months from the date of the closure of the FIDReC case and the arbitration procedure set out below shall apply.

If any dispute arising out of this Policy falls outside of FIDReC's jurisdiction, the dispute shall be referred to arbitration within 12 months from the date of Our rejection of Your claim and the arbitration procedure set out below shall apply.

Any arbitration commenced under this Policy shall be referred to and finally resolved by the Singapore International Arbitration Centre ("SIAC") 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 seat of the Arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the Arbitration shall be English."

12. GOVERNING LAW

This Policy is governed by the laws of Singapore.

13. CONDITION PRECEDENT

The following are conditions precedent to us making any payment under this Policy:

- You or any person who wishes to be covered under this Policy must observe and fulfil all the Policy's terms and conditions relating to anything that You or that person may or may not do; and
- The information provided to us whether directly or indirectly through your appointed representative or through any other means must be true and correct. Any question unanswered means "no"; and
- The statements and answers in the Application Form must be truthful.

14. NON-APPLICATION OF CONTRACTS (RIGHT OF THIRD PARTIES) ACT 2001

Contracts (Right of Third Parties) Act 2001 does not apply to this Policy. Only You can enforce the terms and conditions under this Policy.

15. OUR RIGHT TO YOUR DATA

We have Your consent to the use of Your data according to Our Privacy Policy found in <https://www.sg.cntaiping.com/en/privacypolicy.html> or any other versions amended in future.

E. Policy Definitions

Any word or expression that has a specific meaning attached to it in any part of this Policy or the Schedule will carry that specific meaning wherever it is mentioned in the document.

1. **Abandonment of Vehicle** refers to leaving Your Vehicle at the scene after involving in an accident before arrival of traffic police except if the abandonment was caused by You being conveyed to hospital for treatment of injury sustained by You or Your passengers.
2. **Accessories and Spare Parts** refers all audio, video and other equipment that are permanently fixed or fitted into Your Vehicle by the manufacturer or distributor at the time of purchase of Your Vehicle.
3. **Accident/accident/Accidental/accidental** refers to a sudden, violent, external, unforeseen, unexpected, unintentional event which is identifiable and specific that results in loss or damage to or involving Your Vehicle which occurs during the Period of Insurance of this Policy.
4. **Accident Reporting Centre** refers to any accident reporting centre listed in our Singapore website (<https://www.sg.cntaiping.com/en/claims/general-insurance/claims-motor-insurance>) and We may change the list from time to time.
5. **Application Form (or known as Proposal Form)** refers to the form which You have filled in and submitted to Us or Intermediary when You apply for this Policy.
6. **Appointed Accident Reporting Service Provider** refers to FLASH or any other accident reporting service provider listed in Our Singapore website (<https://www.sg.cntaiping.com/en/claims/general-insurance/claims-motor-insurance>) and We may change the list from time to time.
7. **Approved Authorised Workshop** refers to any workshop listed in Our Singapore website (<https://www.sg.cntaiping.com/en/our-support/workshop.html>) and We may change the list from time to time.
8. **Authorised Driver** refers to any person who holds a valid driving licence to drive Your Vehicle in Singapore and is permitted by You to drive Your Vehicle and not excluded under this Policy.
9. **Excess** refers to the amount stated as "Excess" or "Ex" in the applicable part of the Schedule or Endorsement payable by You for each accident.
10. **Geographical Area** refers to West Malaysia, the Republic of Singapore and that part of Thailand within 50 miles of the border between Thailand and West Malaysia.
11. **Household** refers to people who live with You.
12. **Intermediary** refers to Our authorised Intermediary through whom this Policy was effected.
13. **Market Value** refers to the cost of replacing Your Vehicle with one of the equivalent if not the same make, model, specification, age and or similar condition at the time of loss or damage. The Market Value of Your Vehicle is inclusive of the remaining value of the Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF) at the time of loss or damage.
14. **Motor Trade** refers to any person or company carrying business of a motor dealer, motor distributor, motor repairer, valet parking or any service in relation to motor vehicle.
15. **Named Driver** refers to the person who is specially named in the Schedule and covered by this Policy.
16. **Ratable Proportion** refer to the amount of insurance provided by this Policy over the total amount of insurance provided by all insurance policies in force at the time of loss or damage, multiplied by the payable claim amount.
17. **Service Providers** refers to any loss adjuster, surveyor, lawyer, private investigator, medical expert and other service provider which We have appointed to investigate, process, defend and/or pursue any claim made or may arise under this Policy.
18. **We/Our/Us** refers to China Taiping Insurance (Singapore) Pte. Ltd..
19. **You/Your** refers to the named policyholder in this Policy who is the registered owner of the vehicle insured and named in this Policy.

F. Policy Endorsements (Where Applicable)

The following endorsements apply to this policy only if the corresponding number is shown in the Policy Schedule.

1. **Endorsement No. 1 – Excess on Section 2**
Regardless of what is stated in Section 2 of this Policy, We shall pay the claim covered under this Policy to the third party first and You must pay Excess to Us immediately upon our request. This is subject to GST.

Our past costs and expenses shall also be refunded to Us by the person seeking cover under Section 2 of this Policy immediately.
2. **Endorsement No. 2 – Excess on Section 1**
Regardless of what is stated in Section 1 of this Policy, Excess is to be paid by You first to Us before We pay the remaining part of the claim covered under this Policy. This is subject to GST.

If the claim amount (including Our past and future expenses spent on the claim) does not exceed the amount of the Excess, We will not make any payment to You and Our past expenses shall be refunded to Us by You immediately.

F. Policy Endorsements (Where Applicable) (continued)

3. Endorsement No. 2(a) – Excess on Section 1 (Fire & Theft Only)

Regardless of what is stated in Section 1 as modified by an Endorsement of this Policy, Excess is to be paid by You first to Us before We pay the remaining part of the claim covered under this Policy. This is subject to GST.

If the claim amount (including Our past and future expenses spent on the claim) does not exceed the amount of the Excess, We will not make any payment to You and Our past expenses shall be refunded to Us by You immediately.

4. Endorsement No. 3(p) – Third Party Cover Only

Sections 1 and 4 of this Policy are deleted.

5. Endorsement No. 3(q) – Third Party, Fire & Theft Cover Only

Regardless of what is stated in Section 1 of this Policy, We will only be liable for loss or damage caused by fire, external explosion, self-ignition, lightning, burglary, house-breaking or theft.

Sections 4 of this Policy is deleted.

6. Endorsement No. 5(a) – Personal Accident Benefits for Driver / Attendant

When the driver/attendant (“the Driver”) who are employed by You suffers bodily injury solely caused by an accident involving Your Vehicle, We will pay the amount shown in the scale below if the Driver suffers the following within 3 months of the accident:-

	Death or Injuries suffered by the Driver	Amount payable:-
1	Death	\$1,000.00
2	Total and permanent loss of all sight in both eyes	\$2,000.00
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	\$2,000.00
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	\$2,000.00
5	Total and irrecoverable loss of all sight in one eye	\$1,000.00
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$1,000.00
7	Total disablement from engaging in or giving any attention to the person's occupation	\$5.00 a week for a period not more than 13 consecutive weeks

We will only pay one of the items 1 to 7 above for any one person involved in one accident. We will not pay more than \$2,000.00 for each Period of Insurance for any one person.

We will not make any payment under item 7 until the total amount is determined and agreed.

We will not pay under this endorsement if:

- (a) The Driver is less than 16 or more than 65 years of age at the time of such accident; and
- (b) The death or injury directly or indirectly results from or is related to:
 - (i) Intentional self-injury, suicide, or attempted suicide (whether criminal or not), physical defect, or infirmity; or
 - (ii) Any accident that occurs while the Driver is under the influence of alcohol or drugs.

We will pay this compensation only with Your approval and directly to the Driver or his legal personal representative, and such payment is considered as complete and final settlement of any loss or damage related to the Driver's injury.

7. Endorsement No. 16 – Non-Cancellation Clause

We will inform any person or company referred to as “Financial Interest” or “Lessors” in the Schedule before cancelling this Policy if We receive Your instructions to cancel the Policy. This does not affect Our right to cancel the Policy if We choose to do so.

8. Endorsement No. 26 – Cover Whilst Driven by Hirer

Regardless of any limitations on use stated in the Policy, this Policy's coverage will still apply when Your Vehicle is rented to a driver (“the Hirer”) provided:-

- (a) the Hirer has entered into a rental agreement with You to rent Your Vehicle;
- (b) the Hirer has a driving licence valid in Singapore during the rental time to drive Your Vehicle and who does not have any demerit point; and
- (c) no motor insurer has refused to provide the Hirer policy coverage, has added special conditions or has increased premium due to the Hirer's claims history.

However, We will not cover or make any payment under this Endorsement for any loss damage or liability as a result of the theft or conversion by the Hirer;

In all other respects, the terms and conditions of the policy remain unchanged.

F. Policy Endorsements (Where Applicable) (continued)

9. Endorsement No. 42 – Inclusion of Third Party Working Risk

Exception of 2(a) under Section 2 is deleted. However, we will not be liable under Section 2 of the Policy for:

- (a) Death, injury or property damaged caused by or resulting from:
 - (i) Collapse of ground support, flooding or water pollution;
 - (ii) Damage to pipes or cables;caused by or arising from or occurring during any activity described in Exception 2(a) under Section 2;
- (b) Damage to property due to Your work done to such property;
- (c) Death, injury or property damage caused by or through the property on which You have carried out any work;
- (d) Liability incurred by You due to the explosion of any vessel or tanks under pressure being part of or attached to or transported by Your Vehicle.

10. Endorsement No. 54 – Unspecified Trailers

The cover of this Policy applies to trailers while attached to Your Vehicle as specified in the Schedule on the condition that:

- (a) Section 1 does not apply to any disabled mechanically propelled vehicle;
- (b) Our liability under Section 1 will not exceed the trailer's Market Value; and
- (c) Your Vehicle and the attached trailer(s) shall be considered as one vehicle for the purpose of Exceptions 2(c) and (d) under Section 2.

11. Endorsement W - Breakage of Glass in Windscreen or Window

For an additional premium paid by You, the coverage provided by Section 1 of this Policy is extended to Your claim for the cost of reinstating any glass in the windscreen (front or rear) or windows (sides of the car, excluding the sunroof or any other glass) of Your Vehicle if they break (provided there is no further damage to Your Vehicle). This coverage for glass reinstatement is limited to the amount mentioned in the Schedule and You shall pay the Excess on Windscreen stated in the Schedule. This is subject to GST. The claim for glass reinstatement will not affect the No Claim Discount.

After We have settled Your claim for glass reinstatement, this benefit shall be reinstated at no extra cost.

12. Endorsement Y- Additional Excess under Section 1

You shall pay the following Additional Excess in addition to the applicable Excess for a claim made under Section 1 of this Policy if Your Vehicle is driven by

A driver who is:-	Additional Excess
(a) 21 years old or younger;	S\$3,000.00
(b) holds a Qualified Driving Licence for less than 12 months	

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/ LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).