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# PRIVATE MOTOR CAR INSURANCE POLICY

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Here is your new insurance Policy. Please examine it together with the Schedule, to make sure that you have the protection you need.

Almost certainly your needs will change. If they do, please let us know. Your Policy is designed for easy amendment or extension.

It is important that the Policy, the Schedule and any amendments are read together to avoid misunderstanding.

## **HOW YOUR INSURANCE OPERATES**

Your Private Motor Car Policy is a contract between us, the Company, and you, our Insured named in the Schedule. The proposal form, declaration and any information given is the basis of this contract.

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

## **OUR PROMISE OF SERVICE**

We wish to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should you have any reason to believe that we have not done so, please contact your broker or agent. If you do not use the services of a professional intermediary please contact, preferably in writing, your insurance manager. He will be ready to help you with your concerns.

## **A Guide to Your Private Motor Car Policy**

	<b>Page</b>
<b>Definition of Words</b> - An explanation of words used in this Policy which have special meanings	<b>3</b>
<b>General Conditions</b> - Your rights and our rights under the Policy	<b>3</b>
<b>Claims Conditions</b> - What you should do if you need to make a claim	<b>4</b>
<b>General Exceptions</b> - Those events we do not insure under the Policy as a whole	<b>5</b>
<b>Your Policy Schedule which is enclosed separately shows which of the following Sections you have selected.</b>	
<b>Section 1</b> - Insurance on the Motor Vehicle	<b>6</b>
<b>Section 2</b> - Liability to Third Parties	<b>7</b>
<b>Section 3</b> - Medical Expenses	<b>8</b>
<b>Section 4</b> - Personal Accident Benefits	<b>8</b>
<b>No Claim Discount</b>	<b>9</b>
<b>Jurisdiction Clause</b>	<b>9</b>
<b>Avoidance of Certain Terms and Right of Recovery</b>	<b>9</b>
<b>Limits of Liability</b>	<b>10</b>

## DEFINITION OF WORDS

(which apply to the whole Policy)

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or **The Schedule** and are highlighted in the Policy by being shown in bold print, e.g. **Insured**, **Motor Vehicle**, etc:

### **Insured / You / Your**

means or refers to the person or persons described in **The Schedule** as the **Insured**.

### **We / Us**

means MSIG Insurance (Singapore) Pte. Ltd.

### **The Schedule**

means details of the Insured Persons and certain elements of the insurance provided. **The Schedule** is part of the Policy.

### **Motor Vehicle**

means the vehicle we are insuring for **You**. This includes standard tools, options and accessories while they are in or on **Your** vehicle.

## GENERAL CONDITIONS

(which apply to the whole Policy)

It is an important part of our contract that **You** observe the following General Conditions:

### 1. **Interpretation**

This Policy and **the Schedule** shall be read together as one contract, and any word or expression to which a specific meaning has been attached in any part of this Policy or of **the Schedule** shall bear such specific meaning wherever it may appear.

### 2. **Written Notice**

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

### 3. **Care of Motor Vehicle**

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

### 4. **Cancellation**

**We** may cancel this Policy by giving seven days' notice by registered letter to the **Insured** at the **Insured's** last known address, and will return to the **Insured** the premium paid less the pro-rata portion thereof for the period the Policy has been in force, which amount the **Insured** has become liable to pay or the **Insured** may cancel this Policy by giving seven days' notice to **Us** and shall be entitled to a return of the premium paid less the premium computed at our Short Period Rates for the period the Policy has been in force, which amount the **Insured** has become liable to pay. Provided always that in each event no claim has arisen prior to the cancellation, and the **Insured** shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

### 5. **Exclusion of Rights Under the Contracts (Rights of Third Parties) Act**

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

## CLAIMS CONDITIONS

(which apply to the whole Policy)

**We** will act in good faith in all our dealings with **You**. Equally, the payment of claims is dependent on:

### 1. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy the **Insured** shall as soon as possible give notice thereof to **Us** with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to **Us** immediately on receipt. Notice shall also be given to **Us** immediately the **Insured** or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry or offer of composition in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy, the **Insured** shall give immediate notice to the Police and co-operate with **Us** in securing the conviction of the offender.

### 2. Claims Procedure

No admission, offer, promise or payment shall be made by or on behalf of the **Insured** or any person claiming to be indemnified without **Us** giving our consent and **We** shall be entitled if **We** so desires to take over and conduct in the name of the **Insured** or such person the defence or settlement of any claim, or to prosecute in the name of the **Insured** or such person for our own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the full settlement of any claim. The **Insured** accepts that **We** have these rights and that to evaluate and exercise these rights, the **Insured** and any person claiming to be indemnified must assist **Us** by:-

providing all such information and assistance as **We** may require;

allowing **Us** the right to examine the nature and extent of all damage to the **Motor Vehicle** before it is repaired. **We** have this right whether or not the **Insured** is entitled or intends to claim an indemnity under this Policy for the damage to the **Motor Vehicle** insured.

In case damage to the **Motor Vehicle** insured is indemnifiable by this Policy the **Insured** shall decide whether or not to claim for such damage under this Policy and if so claiming, shall submit such a claim to **Us** within fourteen days of occurrence or discovery of damage. The quoted cost of repair is subject to adjustment by **Us** before any repair may commence if it exceeds the Authorised Repair Limit in total.

### 3. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, **We** shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expenses. Provided always that nothing in this Condition shall impose on **Us** any liability from which but for this Condition it would have been relieved under Proviso (i) to Section 2 – 2 of this Policy.

### 4. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against **Us**.

If **We** shall offer an amount in settlement or disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions contained in the Policy or been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 5. Conditions Precedent to the Company's Liability

The due observance and fulfilment of the Terms, Exceptions and Conditions of this Policy insofar as they relate to anything to be done or not to be done by the **Insured** or any person claiming to be indemnified, and the truth of the statements and answers in the proposal, shall be conditions precedent to any liability of **Us** to make any payment under this Policy.

### 6. Legal Representative

The Terms, Exceptions and Conditions of this Policy, so far as applicable and with any necessary modifications, shall apply to the **Insured's** legal personal representative.

## GENERAL EXCEPTIONS

(which apply to the whole Policy)

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

1. Any accident, loss, damage or liability caused sustained or incurred:
  - (a) outside the **Geographical Area**,
  - (b) whilst any **Motor Vehicle** in respect of which indemnity is provided by this Policy is:
    - (i) being used otherwise than in accordance with the **Limitations as to Use**,
    - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an **Authorised Driver**,
    - (iii) being driven by the **Insured** or by any person on the order of or with the permission of the **Insured** whilst under the influence of intoxicating liquor or drugs.

Provided that conviction against the driver for an offence under Sections 67 to 71A of the Road Traffic Act (1997 Revised Edition) or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (b)(iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy.

Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act passed in substitution.

2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any act of terrorism including but not limited to
    - (i) the use or threat of force, violence and/or
    - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

4. Any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
  - (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- (c) the destruction of property by order of any public authority

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

5. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
6. Any accident loss, damage or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with strike or riot and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof **We** shall not be liable to make any payment in respect of such a claim.

## SECTION 1 – INSURANCE ON THE MOTOR VEHICLE

### 1. Loss or Damage

**We** will indemnify the **Insured** against accidental loss of or damage to the **Motor Vehicle** and its accessories and spare parts whilst thereon arising anywhere within the **Geographical Area** or whilst in transit by direct sea route across the straits between the island of Penang and the mainland of West Malaysia or across the straits between Changi Point, Singapore and Tanjong Belungkor, Johore.

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

### 2. Protection and Removal after Accident

If the **Motor Vehicle** is disabled by reason of loss or damage insured under this Policy **We** will bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the **Geographical Area**.

### 3. Authority to Repair

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

- (a) the estimated cost of such repair does not exceed the **Authorised Repair Limit** and
- (b) a detailed estimate of the cost is forwarded to **Us** without delay.

## Exceptions to Section 1

**We** shall not be liable to pay for:

- (a) the first amount of any claim as shown in **the Schedule** in accordance with the provisions of the Scale Excess or Other Excess Clause.
- (b) loss of use or any other consequential loss

- (c) (i) depreciation, wear and tear, mechanical or electronic breakdown, equipment or computer malfunction,
- (ii) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date,
- (d) damage to tyres unless damage is caused to other parts of the **Motor Vehicle** simultaneously in the same accident.

## SECTION 2 – LIABILITY TO THIRD PARTIES

### 1. Indemnity to the Insured

**We** will, subject to the **Limits of Liability**, indemnify the **Insured** against all sums, including claimant's costs and expenses, which the **Insured** shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person,
- (b) damage to property,

where such death or injury or damage arises out of an accident caused by or arising out of:

- (i) the use of the **Motor Vehicle**,
- (ii) the driving by the **Insured** of any private motor vehicle other than those belonging to or hired (under a hire purchase agreement or otherwise) to him or his employer or his partner.

while the **Motor Vehicle** is within the **Geographical Area** or in transit by direct sea route between any of the islands forming the Republic of Singapore or across the straits between the island of Penang and the mainland of West Malaysia or across the straits between Changi Point, Singapore and Tanjong Belungkor, Johore (subject to the Insured or other person for the time being in charge of the vehicle having complied in all things with the rules, regulations or lawful directions of the carrier).

### 2. Indemnity to Authorised Driver

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

- (a) death of or bodily injury to any person,
- (b) damage to property,

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the **Motor Vehicle**, provided that such **Authorised Driver**:

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

### 3. Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this Section, **We** will in respect of the liability incurred by such person indemnify his personal representatives in the terms and subject to the limitations of this Section, provided that such representatives shall as though they were the **Insured** observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply.

### 4. Expenses

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

### 5. Representation and Defence

**We** may at our own option:

- (a) arrange for representation at any inquest or inquiry the subject matter of which may give rise to indemnity under this Section,
- (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section,

- (c) arrange at the request of the **Insured** and pay, subject to the **Limits of Liability**, for legal services for defence of any charge of causing death by driving the **Motor Vehicle**, other than murder, which may be brought against the **Insured** or any other person who is driving on the **Insured's** order or with his permission, in respect of any death which may be the subject of indemnity under this Section.

## Exceptions to Section 2

We shall not be liable

- (a) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be the indemnified under this Section,
- (b) in respect of damage to property belonging to or held in trust by or in the custody or control of:
- (i) the **Insured** or any member of his household,
  - (ii) any **Authorised Driver** claiming to be indemnified under Section 2 - 2 or any member of his household.

## SECTION 3 – MEDICAL EXPENSES

We will, subject to the **Limits of Liability**, in respect of each person injured pay to the **Insured** the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the **Insured** or an **Authorised Driver** or any passenger of the **Motor Vehicle** as the direct and immediate result of an accident to the **Motor Vehicle**.

## SECTION 4 – PERSONAL ACCIDENT BENEFITS

We undertake to pay compensation to the **Insured** or his personal representative on the scale provided below for bodily injury sustained by the **Insured**:

- (a) in direct connection with the **Motor Vehicle**, or
- (b) whilst mounting into, dismounting from or travelling in any private motor vehicle,

and caused by a sudden event which gives rise to a result not intended or anticipated by the **Insured** Person which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

		Scale of Compensation	
(1)	Death	S\$20,000	In the event of the <b>Insured</b> being the holder of any Policy or Policies with <b>Us</b> in respect of any other <b>Motor Vehicle</b> or <b>Motor Vehicles</b> , compensation shall be recoverable under one Policy only.
(2)	Total and irrecoverable loss of all sight in both eyes	S\$20,000	
(3)	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	S\$20,000	
(4)	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$20,000	
(5)	Total and irrecoverable loss of all sight in one eye	S\$10,000	
(6)	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$10,000	
(7)	Total disablement from engaging in or giving any attention to the <b>Insured's</b> occupation	S\$50 per week for period not exceeding 26 consecutive weeks	



Provided always that:

- (a) Compensation shall be payable under one only of items (1) to (7) above in respect of any one occurrence and the total liability of **Us** shall not in the aggregate exceed the sum of S\$20,000 during any one Period of Insurance.
- (b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (c) the **Insured** is not less than 18 nor more than 65 years of age at the time of such injury.
- (d) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to
  - (i) intentional self injury, suicide or attempted suicide (whether felonious or not), physical defect or infirmity, or
  - (ii) an accident happening whilst the **Insured** is under the influence of intoxicating liquor or drugs.

## NO CLAIM DISCOUNT

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy the renewal premium shall be reduced as follows:

<b>Period of Insurance</b>	<b>Discount</b>
The preceding year	10%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
The preceding five or more consecutive years	50%

If at the time of a claim the No Claim Discount is 40% or 50%, the No Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy. If the No Claim Discount is 30% or less then the whole No Claim Discount is rescinded.

If more than one claim is made during any one Period of Insurance the entire No Claim Discount is rescinded, irrespective of the percentage earned. If more than one **Motor Vehicle** is described in **the Schedule**, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such **Motor Vehicle**.

The No Claim Discount is not affected by any notification or information which the **Insured** is obliged to provide to **Us** unless it is in relation to a claim made on **Us**.

If **We** shall consent to a transfer of interest in this Policy, the period during which the interest was in the Transferor shall not accrue to the behalf of the Transferee.

## JURISDICTION CLAUSE

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

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If **We** are obliged by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 15 January 1968, or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22 February 1975 or by any agreement which alters, amends or supersedes such Agreement, to pay an amount for which **We** would not otherwise be liable under this Policy, the **Insured** shall repay the amount to **Us**.

## LIMITS OF LIABILITY

Limit of the amount of the Company's liability under <b>Section 2 - Items 1(a) and 2(a)</b> in respect of any one claim or series of claims arising out of one event	<b>Unlimited</b>
Limit of the amount of the Company's liability under <b>Section 2 - Items 1(b) and 2(b)</b> in respect of any one claim or series of claim arising out of one event	S\$5,000,000
Limit of the amount of the Company's liability under <b>Section 2 - Item 5(c)</b> in respect of legal services for defence in the event of any charge	S\$3,000
Limit of the amount of the Company's liability under <b>Section 3</b> in respect of each person injured arising out of one accident	S\$500

### Authorised Repair Limit

S\$350

### Geographical Area

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

### Legislation

Road Transport Act 1987 (Malaysia), Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 189 of the Revised Edition) (Republic of Singapore) or any Amendment, Act or Acts passed in substitution (the reference of Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 94, 95, 96 of the Road Transport Act 1987 (Malaysia) and Sections 7, 8 and 9 of the Singapore Act) or the equivalent in any Amendment, Act or Acts passed in substitution.

### Authorised Driver

As detailed in **the Schedule**.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive any vehicle described in **the Schedule** or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving such vehicle.

### Limitations As To Use

As detailed in **the Schedule**.

### Car Pooling Arrangements

The carriage of passengers pursuant to car pooling arrangements and the payments made by the passengers thereunder or any of them towards the running expenses of any vehicle described in **the Schedule** shall not be deemed to constitute use for hire or reward.

### Legal Status Upon the Death of the Insured

In the event of the death of the **Insured**, **Authorised Driver** includes

- (a) any member of the **Insured's** family or a paid driver who have been driving any vehicle described in **the Schedule** during the life of the **Insured** and permission to drive had not been withdrawn prior to the death of the **Insured**.
- (b) any other person who has been given permission to drive any vehicle described in **the Schedule** prior to the death of the **Insured** and such permission had not been withdrawn by the **Insured**.

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