

## Private Motor Car Insurance

### Important Notice

1. **STATEMENT Pursuant to Section 25(5) of the Insurance Act** (or any subsequent amendments thereof) - We would remind you that you must disclose to us fully and faithfully the facts you know or ought to know otherwise you may not receive any benefits from your Policy.
2. Please note that this insurance is subject to the premium being paid and received in full by the Company
  - a) before the inception date where the Policy is issued to an Individual; or
  - b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this cover.

**WHEREAS** the Insured by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **Sompo Insurance Singapore Pte. Ltd.** (hereinafter called “the Company”) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such Insurance

**Now this Policy Witnesses** that in respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

### DEFINITIONS

Wherever the following words or phrases appear in this Policy or on the Policy Schedule, they will have the following meanings:

Words/Phrases	Meanings
<b>Policyholder/Insured/You/Your</b>	The person who contracted the insurance with Sompo Insurance Singapore Pte. Ltd. and under whose name this Policy has been issued.
<b>Authorized Driver/Named Driver</b>	Any person named in the Schedule and/or Certificate of Insurance under “Persons or classes of persons entitled to drive”
<b>We/Us/Our/The Company</b>	Sompo Insurance Singapore Pte. Ltd.
<b>Motor Vehicle/Insured Vehicle</b>	The vehicle which is described in the Schedule or Certificate of Insurance.
<b>Accessories</b>	All audio, video, other equipment and spare parts provided / fitted (without any charge) as standard equipment by the manufacturer or distributor at the time your vehicle was originally bought. The Accessories and spare parts must be on the Motor Vehicle at the time of loss or accident. Any other additions, unless declared and endorsed under this Policy, will not be covered.
<b>Windscreen</b>	Refers to any glass in the windscreen or windows, including glass roof of the vehicle.
<b>Excess</b>	The amount shown in the Schedule or Certificate of Insurance, to be paid for every accident claim (own damage).
<b>Additional Excess</b>	The amount to be paid on top of the Excess amount shown in the Schedule or Certificate of Insurance when a claim is made on the policy. Policy Excess waiver does not apply to Additional Excess.
<b>Unnamed Driver</b>	Any person who is not named in the Schedule or Certificate of Insurance but who is authorized by you to drive the insured vehicle.
<b>Unnamed Driver Excess</b>	The amount to be paid on top of the Excess and Additional Excess shown in the Schedule or Certificate of Insurance. Policy Excess waiver does not apply to unnamed driver excess.
<b>Policy</b>	Refers to this policy, your application form, your declarations, the Schedule, the Certificate of Insurance and any endorsements issued under this policy.
<b>Schedule</b>	A document which gives the details of the cover of the policy.
<b>Endorsement</b>	Refers to a clause under which we may change the cover we provide. The endorsement which applies to your policy is shown in the Schedule or Certificate of Insurance.
<b>Market Value</b>	The cost of replacing your vehicle with the same or similar make & model and age as currently available at the time of loss or accident.
<b>Geographical Area</b>	The Republic of Singapore, West Malaysia and that part of Thailand within 80.5 kilometres of the border between Thailand and West Malaysia.

## **Section I – Insurance on the Motor Vehicle**

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

The Company will indemnify the Insured against accidental loss of or damage to the Motor Vehicle and its standard 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 Berlungkor, Johore.

At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts.

The Company's maximum liability shall be limited to the prevailing market value of the Motor Vehicle at the time of the loss or damage.

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

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the limits of liability of S\$500 bear the reasonable cost of protection and removal to the nearest repairer and of delivery within the country where the loss or damage was sustained.

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

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

- a. the estimated cost of such repair which has been obtained from a repairer does not exceed the authorized repair limit of S\$300; and
- b. a detailed estimate of the cost is forwarded to the Company without delay.

### **4. Replacement Parts**

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

- a.
  - i. the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the Motor Vehicle is held for repair; or
  - ii. if no such catalogue or price list exists the price at which such accessories or spare parts were last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty;

and

- b. the reasonable cost of fitting such part.

Notwithstanding the coverage provided under Section I, it is hereby noted that the Company shall not be responsible for additional costs caused by or arising from the delay in repair due to unavailable spare parts. The Company will indemnify the Insured for the cost of shipping for these unavailable spare parts but will not provide for the cost of any air freight charges.

### **5. Breakage of Windscreen or Window**

The Company will pay the cost of reinstating any glass in the windscreen or window including glass roof of the Motor Vehicle provided there is no other damage to the Motor Vehicle,

Notwithstanding the coverage provided above, the Insured shall be responsible to pay for the first S\$100 or the amount specified as Windscreen Excess in the Schedule and its applicable GST, whichever is the higher amount for each and every claim made under this section. The Company will waive this amount, if the claim under this section is limited to the windscreen glass being repaired instead of replaced.

Such claim will not affect the Insured's No Claim Discount (NCD).

For clarity purpose:

- i. Repair of windscreen will mean conducting repairs only on the damaged portion of the windscreen or glass. Repair of windscreen can only be carried out by appointed windscreen repairer(s) of the Company.
- ii. For windscreen replacement, the windscreen will be replaced with an original or original equipment manufacturer (OEM) windscreen.

### **Exceptions to Section I**

The Company shall not be liable to pay for

1. loss of use or any other consequential loss;
2. depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
3. damage to tyres unless damage is caused to other parts of the Motor Vehicle simultaneously in the same accident.
4. any loss or damage to personal items in the Motor Vehicle;
5. any transport expenses or any losses due to unavailability of parts or accessories;
6. loss or damage to the Motor Vehicle while being transported by sea (including loading and unloading as part of the journey)
7. Excess, Additional Excess and Unnamed Driver Excess and its Goods and Services Tax (GST) where applicable;
8. any loss or damage arising from a criminal breach of trust.

### **Section II – Liability to Third Parties**

#### **1. Indemnity to the Insured**

The Company will subject to the limits of liability specified below 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 an unlimited amount in respect of any one claim or series of claims arising out of one event;
- b. damage to property limited to S\$5 million in respect of any one claim or series of claims arising out of one event

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.

#### **2. Indemnity to Authorized Drivers/Unnamed Driver**

The Company will subject to the limits of liability specified below indemnify any Authorized Driver or Unnamed Driver who is driving the Motor Vehicle against all sums including claimant's costs and expenses which such Authorized Driver or Unnamed Driver will become legally liable to pay in respect of

- a. death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event;
- b. damage to property limited to S\$5 million in respect of any one claim or series of claims arising out of one event 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 Authorized Driver
  - i. is not entitled to indemnity under any other policy; and
  - ii. shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy insofar as they can apply.

#### **3. Legal Liability of Passengers for Acts of Negligence**

The Company will subject to the limits of liability specified hereunder at the request of the Insured indemnify any person mounting into, dismounting from or travelling in the Motor Vehicle (such person being hereinafter called "the Passenger") against all sums including claimant's costs and expenses which the Passenger shall become legally liable to pay in respect of

- a. death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event;
- b. damage to property limited to S\$5 million in respect of any one claim or series of claims arising out of one event.

Provided that the Passenger

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

The Company shall not be liable in respect of

- a. death of or bodily injury to
  - i. the Insured;
  - ii. any person driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving;
  - iii. any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment;
- b. damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle.

#### **4. Indemnity to Personal Representatives**

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

**5. Expenses**

The Company will pay all costs and expenses incurred with its written consent.

**6. Representation and Defence**

The Company may at its 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, subject to the limits of liability of S\$3,000, pay for legal services for the 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 II**

The Company shall not be liable in respect of

- 1. legal liability for death or bodily injury to an employee or anyone who is deemed by law to be an employee of any person claiming to be indemnified under this Section arising out of and in the course of the employment;
- 2. damage to property belonging to or held in trust by or in the custody or control of
  - a. the Insured or any member of his household; or
  - b. any Authorized Driver claiming to be indemnified under Section II-2 or any member of his household; or
  - c. any Passenger claiming to be indemnified under Section II-3 or any member of his household.

**Section III – Medical Expenses**

The Company will indemnify the Insured, the Authorized Driver and/or any passenger of the Motor Vehicle, up to S\$500 for reasonable medical expenses due to direct and immediate result of an accident to the Motor Vehicle.

**Section IV – Personal Accident Benefits**

**1. Accident to the Insured**

The Company undertakes to pay compensation to the Insured or his personal representatives 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 violent, accidental, external and visible means which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three (3) calendar months of the occurrence of such injury result in

Item	Coverage	Sum Insured	
1.	Death	S\$20,000	In the event of the insured being the holder of any policy or policies with the Company in respect of any other motor vehicle(s), compensation shall be recoverable under one (1) 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 both 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	

Provided always that

- i. compensation shall be payable under only one of items 1 to 6 above in respect of any one (1) occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$20,000 during any one (1) Period of Insurance;
- ii. the Insured is not more than seventy (70) years of age at the time of such injury;
- iii. no compensation shall be payable in respect of death or injury directly or indirectly, wholly or in part arising or resulting from or traceable to
  - (1) intentional self-injury, suicide or attempted suicide physical defect or infirmity;
  - (2) an accident happening whilst the Insured is under the influence of intoxicating liquor, drinks or drugs;
  - (3) pregnancy or childbirth.

**2. Accident to Named Drivers**

It is hereby noted and agreed that the above mentioned coverage is extended to Named Drivers up to 50% of the benefit stated in the Scale of Compensation, limited to only one (1) accident during any one (1) Period of Insurance. The compensation in respect of any such person shall be payable only with the approval of the Insured and directly to the insured persons or their legal representative whose receipt shall be a full and final discharge in respect of the injury/death to such person.

**General Conditions**

**1. Interpretation**

This Policy and the Schedule shall be read together as one (1) 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. The headings used in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

**2. No Claim Discount (NCD)**

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:

Number of accident-free year(s)	No Claim Discount (NCD)
One year	10%
Two years	20%
Three years	30%
Four years	40%
Five or more years	50%

If there is a claim made under the policy, the Company will reduce the discount as follows:

Current No Claim Discount (NCD)	NCD after one claim
50%	20%
40%	10%
30% and under	0%

The reduction of discount does not apply if the claim is on windscreen only.

The No Claim Discount shall be reduced by 10% by any late notification or any failure in notification of an accident and/or occurrence by the Insured or Authorized Driver.

Transfer of No Claim Discount is not allowed unless with written consent from the Company.

**3. NCD Declaration**

In the event that there is a difference between the NCD declared by the Insured and the NCD applicable, the Insured shall pay any difference in the Premium arising by the payment date indicated on the Company written advice, otherwise the Policy shall cease to be in force. If no written advice is given by the Company, the Period of Insurance will be shortened to correspond to the Premium paid by the Insured. If the Company is required by law or under the Agreements as stated in General Condition 9 to pay for any liability to any third party after the shortened Period of Insurance, the Insured shall indemnify the Company for the amount paid.

**4. Reporting an accident**

- a. In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured must report the accident, loss or damage to the Company within twenty-four (24) hours of the accident or by the next working day thereof.
- b. The Insured must make the Motor Vehicle available for inspection at the Company's Approved Reporting Centre, whether or not the Motor Vehicle has suffered any visible damage and whether or not you plan to claim under this Policy or claim against any other person.
- c. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
- d. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and/or occurrence will result in the Insured being denied indemnity under both Section I and Section II of the Policy in respect of that particular accident and/or occurrence.

Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in the Insured losing all or part of his NCD as set out below.

Current NCD	NCD Upon Renewal (non-Reporting)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

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

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

**Accident NCD:** This refers to the loss of percentage of NCD entitlement as a result of claims arising from an accident.

**Non-Reporting NCD:** This 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.

#### 5. Geographical Area

The Republic of Singapore, West Malaysia and that part of Thailand within 80.5km of the border between Thailand and West Malaysia.

#### 6. Legislation

- a. Road Traffic Act (Cap. 276) (Republic of Singapore);
  - b. Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 189) (Republic of Singapore);
  - c. Road Transport Act 1987 (Malaysia);
  - d. Road Transport (Amendment) Act 2019 (Malaysia);
  - e. Motor Vehicles (Third Party Risks) Rules 1959 (Malaysia);
- 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 7, 8 and 9 of the Motor Vehicles (Third Party Risks & Compensation) Act (Cap 189) (Republic of Singapore) and Sections 94, 95, 96 of the Road Transport Act 1987 (Malaysia).

#### 7. Jurisdiction

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

#### 8. Authorized Driver and Limitation as to Use

As described in the Certificate of Insurance.

#### 9. Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or any Endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22 February, 1975 or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15 January, 1968.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation or such Agreement.

#### 10. Authorized Driver in the Event of Demise of Insured

In the event of the death of the Insured, this Policy will cover

- a. any member of the Insured's family or a paid driver; and
- b. any other person

who has been driving the insured Motor Vehicle during the life of the Insured and permission to drive has not been withdrawn prior to the death of the Insured. Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the insured Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the insured Motor Vehicle.

**11. Written Notice**

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

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

**13. Claims Procedure**

- a. No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to
  - i. take over and conduct, in the name of the Insured or such person, the defence or settlement of any claim;
  - ii. prosecute, in the name of the Insured or such person, for its own benefit any claim for indemnity or damages or otherwise; and/or
  - iii. conduct and settle proceedings as it sees fit.

The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by

- i. providing all such information and assistance as the Company may require;
- ii. allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has 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.

For the purpose of complying with this requirement and General Conditions 3 – Reporting an accident Clause, the Insured or any person claiming to be indemnified shall arrange for the Motor Vehicle to be delivered to the Company's Approved Reporting Centre for an initial verification of the circumstances of the accident. The verification process shall comprise accident reporting and photographic recording of the damages.

The Company may at its sole discretion consider waiver of compliance with this requirement in exceptional circumstances.

- b. In case damage to the Motor Vehicle insured is indemnifiable by this Policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen (14) days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds S\$300 in total.

**14. Cancellation**

The Company may cancel this Policy by giving seven (7) days' notice by registered letter to the Insured at the Insured's last known address. The Insured may also cancel this Policy by giving seven (7) days' notice to the Company.

On cancellation, the Insured shall be entitled to a return of the premium paid as computed below, subject to the Company always retaining a minimum premium of S\$53.50 (inclusive of GST) and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

a. Cancellation by Company

$\text{Premium Refund} = \frac{\text{Premium} \times \text{Unused Period of Insurance (Days)}}{\text{Original Period of Insurance (Days)}}$
---

b. Cancellation by Insured

$\text{Premium Refund} = \frac{\text{Premium} \times \text{Unused Period of Insurance (Days)} \times 80\%}{\text{Original Period of Insurance}^* \text{ (Days)}}$
---

However, for either of the events mentioned above, the Company will not refund any premium if

- i. Insured has reported a claim or there is an outstanding claim (including windscreen claim);
- ii. a claim has been paid (including windscreen claim);
- iii. the Insured has an outstanding liability;
- iv. the refund premium is less than S\$25.

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

If the Policy is cancelled before the effective date of insurance, the Company will charge a minimum premium of \$26.75 (inclusive of GST).

**15. Other Insurance**

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

**16. Arbitration**

All differences arising out of this Policy shall be referred to the decision of 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 (2) arbitrators, one (1) to be appointed in writing by each of the parties within one (1) 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 the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**17. Conditions Precedent to Company's Liability**

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

**18. Goods and Services Tax on Policy Excess/Deductible**

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

**19. Payment of Excess**

We reserve the right to collect all applicable excess on demand any time a claim is made to the policy. In the event you do not pay the excess within fourteen (14) days of our written demand, we reserve the right to repudiate our liability to pay under this policy. If the claim is settled below the excess and we have collected the applicable excess from you, we will refund to you the difference.

**General Exclusions**

The Company shall not be liable in respect of

1. any accident, loss, damage or liability caused sustained or incurred
    - a. outside the Geographical Area;
    - b. whilst any Motor Vehicle in respect of which indemnity is provided by this Policy is
      - i. being used otherwise than in accordance with the Limitations as to Use specified in the Certificate of Insurance;
      - ii. being driven by or is in the charge of or is for the purpose of being driven by any person other than an Authorized Driver;
      - iii. being driven by or is in the charge of any person (whether it be the Insured himself or any person on his order or with his permission) who is under the influence of intoxicating liquor drinks or drugs.
      - iv. being used or driven when it is not registered under the Road Traffic Act (Cap 276) or when its registration has been cancelled under the Road Traffic Act (Cap 276) or any subsequent amendments thereof.
      - v. not comply with any laws in the region where you are driving your Motor Vehicle
      - vi. not comply with requirement of authorities
- Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act in substitution.
2. any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly, proximately or remotely occasioned by, contributed to/by or traceable to or arising out of or in connection with
    - a. war, invasion, act of foreign enemies' hostilities or warlike operations (whether war be declared or not) civil war, mutiny rebellion, revolution, insurrection, military or usurped power;
    - b. strike, riot, civil commotion;
    - c. detention, seizure, confiscation or any attempt thereat;
    - d. flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature or by any direct consequences of any of the said occurrences 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 the Company shall not be liable to make any payment in respect of such a claim.

3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. a. any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;  
b. any liability of whatsoever nature

directly or indirectly caused by or contributed to/by or arising from ionising radiations or contamination by radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.

5. any accident, loss, damage or liability directly or indirectly caused by or contributed to/by or arising from nuclear weapons material.
6. any accident, loss, damage or liability if the insured vehicle does not have a valid Certificate of Entitlement.
7. any accident, loss, damage or liability caused, sustained or incurred whilst the insured vehicle is being used at the Airside in any airport or aerodrome. The term "Airside" shall mean the maneuvering areas and aprons of the airport and service roads which are directly associated therewith.

If a law or laws are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

### **Endorsements**

**The following Endorsements apply when specifically mentioned in the Schedule and are subject to the Terms of the Policy**

#### **Endorsement A - Third Party**

It is hereby understood and agreed that Sections I (and its Exceptions), III and IV of this Policy are cancelled. It is further understood and agreed that the printed wording of General Condition 12 of the Policy is also cancelled and is replaced by the following new Condition:

"12. The Insured shall take all reasonable steps to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured."

#### **Endorsement B - Third Party Fire and Theft**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire, external explosion, self-ignition or lightning or burglary housebreaking or theft.

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

#### **Endorsement C - Excess Section II (Third Party)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Insured in respect of each and every event shall be responsible for the amount shown in the Schedule as Excess in respect of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under General Condition 13 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one (1) cause in connection with any one (1) Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

#### **Endorsement D - Young or Elderly and/or Inexperienced Drivers Excess**

It is hereby understood and agreed that an Additional Excess as specified in the Schedule shall apply over and above any other Excess applicable under different Endorsement(s) of this Policy for accident, loss or damage whilst the insured Motor Vehicle is being driven by any Young or Elderly and/or Inexperienced Drivers as defined in the Schedule.

**Endorsement D1 - Young and/or Inexperienced Drivers Excess**

It is hereby understood and agreed that an Additional Excess as specified in the Schedule shall apply over and above any other Excess applicable under different Endorsement(s) of this Policy for accident, loss or damage whilst the insured Motor Vehicle is being driven by any Young and/or Inexperienced Drivers as defined in the Schedule.

**Endorsement E - Excess**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the Excess stated in the Schedule.

It is also hereby understood and agreed that an Additional Excess as specified in the Schedule shall apply (in addition to the above mentioned Excess where applicable) whilst the insured Motor Vehicle is being driven by any Authorized and Unnamed Driver(s) as defined in the Schedule.

If the expenditure (including payments in respect of costs and expenses) incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one (1) cause in connection with which indemnity is granted under this Policy.

**Endorsement E1 - Excess (for Company's Motor Vehicle)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the Excess stated in the Schedule whilst the insured Motor Vehicle is being driven by or is in the charge of any Authorized Driver.

It is also hereby understood and agreed that an Additional Excess as specified in the Schedule shall apply (in addition to the above mentioned Excess where applicable) whilst the insured Motor Vehicle is being driven by any Authorized Driver.

If the expenditure (including payments in respect of costs and expenses) incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one (1) cause in connection with which indemnity is granted under this Policy.

**Endorsement F - Excess All Claims**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Insured in respect of each and every event shall be responsible for the amount stated in the Schedule as Excess in respect of expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under General Condition 13 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one (1) cause in connection with any one (1) Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

**Endorsement H - Total Loss**

It is hereby understood and agreed that in the event of any claim arising under Section I of the Policy the Company may at its own option settle claim on total loss basis and pay in cash the insured value (less depreciation) or the market value of the Motor Vehicle whichever is the lesser after deducting the Excess applicable under the Policy and the Insured shall surrender the Motor Vehicle, the log book and the Certificate and Policy of Insurance to the Company on its exercising such option and shall execute such documents as may be required to effect a transfer of the Motor Vehicle.

**Endorsement I - Breakage of Glass in Windscreen or Window**

In consideration of an additional premium and agreed compulsory use of an ExcelDrive Workshop for replacement or repair, the indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows including glass roof of the Motor Vehicle following breakage of such glass (provided there is no other damage to the Motor Vehicle) up to an amount not exceeding the sum indicated in the Schedule and that this shall not be deemed to be a claim for the purposes of the No Claim Discount (NCD) Clause.

For the purpose of this Endorsement any requirement in this Policy or any Endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

Provided that following the settlement of a claim the benefit under this Extension shall terminate and no further reinstatement is allowed.

### **Endorsement K - Additional Personal Accident Insurance**

It is hereby agreed that the Policy is extended to cover Personal Accident Insurance in respect of person named in the Schedule 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 violent, accidental, external and visible means which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three (3) calendar months of the occurrence of such injury.

<b>Item</b>	<b>Coverage</b>	<b>Sum Insured</b>
1.	Death or Total Permanent Disablement	S\$10,000
2.	Total and irrecoverable loss of all sight in both eyes	S\$10,000
3.	Total loss by actual separation of both feet or both hands or one foot and one hand	S\$10,000
4.	Total loss by actual separation of one foot or one hand together with total and irrecoverable loss of all sight in one eye	S\$10,000
5.	Total and irrecoverable loss of all sight in one eye	S\$5,000
6.	Total loss by actual separation of one foot or one hand	S\$5,000

### **Provisos**

- a. No compensation shall be payable
  - i. under items 1 to 6 unless the death or loss takes place within three (3) calendar months from the date of the bodily injury causing the same;
  - ii. if the Insured is more than seventy (70) years of age at the time of such injury;
  - iii. for accidents sustained outside the Geographical Area;
  - iv. in respect of death or injury directly or indirectly, wholly or in part arising or resulting from or traceable to intentional self-injury, suicide or attempted suicide physical defect or infirmity; an accident happening whilst the Insured is under the influence of intoxicating liquor, drinks or drugs; pregnancy or childbirth.
- b. The Insured shall not be entitled to compensation under more than one (1) item in respect of the same period of disablement or the same accident.
- c. The Insured shall not be entitled to compensation under more than one (1) item in respect of any one (1) occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$10,000 during any one (1) Period of Insurance.
- d. Upon payment of any claims under one (1) of the items 1 to 6 this Policy shall be delivered up to the Company and all liability of the Company hereunder shall cease.

### **Endorsement L - Hire Purchase**

It is hereby understood and agreed that the Hire Purchase Owners named in the Schedule (hereinafter referred to as the Owners) are the Owners of the Motor Vehicle and that the Motor Vehicle is the subject of Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part and it is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this Policy shall be made to the Owners as long as they are Owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the Contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

### **Endorsement M - Inclusion of Special Perils**

It is hereby understood and agreed that the following shall be deemed to be added to Section I - 1 of this Policy:

"By flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature"

It is further understood and agreed that the words flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature in General Exclusion 2d of this Policy are deemed to be deleted.

### **Endorsement P6 - Riot and Strike**

It is hereby understood and agreed that the words "strike, riot, civil commotion" in General Exclusion 2b of this Policy shall not apply to any accident, loss, damage or liability directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance;

2. the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to/by or traceable to or arising out of or in connection with

- a. war, invasion, the act of foreign enemies' hostilities or warlike operations (whether war be declared or not) civil war;
- b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government *de jure* or *de facto* or to the influencing of it by terrorism or violence.

Or by the direct or indirect consequences or any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to/by or traceable to any of the said occurrence or any consequence thereof and in default of such proof the company shall not be liable to make any payment in respect of such a claim.

Provided, however, that this Endorsement shall not apply to the personal accident benefits under Section IV of this Policy.

**Endorsement P7 - Breakage of Glass in Windscreen or Window (Full Cost of Reinstatement)**

In consideration of the Insured's payment of an additional premium and agreed compulsory use of an ExcelDrive Workshop for replacement or repair, the indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the full cost of reinstating any glass in the windscreen or in the windows including glass roof of the Motor Vehicle following breakage of such glass (provided there is no other damage to the Motor Vehicle) and that this shall not be deemed to be a claim for the purposes of the No Claim Discount (NCD) Clause.

For the purpose of this Endorsement any requirement in this Policy or any Endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

Following the settlement of a claim, the benefit under this Extension will terminate. In consideration of the Insured's agreed payment of an additional premium, this benefit will be reinstated only once up to the expiration date of this Policy.

**Endorsement R - Fleet Rated Risks - Cancellation of No Claim Discount**

It is hereby understood and agreed that the No Claim Discount (NCD) Clause of this Policy is deemed to be cancelled.

**Endorsement U - COE and PARF Value (Not insured)**

Notwithstanding the estimated market value herein stated, it is hereby understood and agreed that in the event of an indemnity for theft or total loss, the Company shall not be liable for the residual value of the COE and the estimated PARF value of the insured Motor Vehicle at the time of loss. In consideration of the above, a premium discount is given.

**Endorsement V - NCD Protection**

It is agreed that the NCD entitlement in this Policy is protected as follows:

No. of claims made or arisen during the Period of Insurance	NCD Entitlement on Renewal of the Policy		
	Where existing NCD entitlement is 30%	Where existing NCD entitlement is 40%	Where existing NCD entitlement is 50%
One	30%	40%	50%
Two	Nil	10%	20%
Three or more	Nil	Nil	Nil

This NCD Protection is not applicable to cases involving the loss of NCD as a result of not reporting or late reporting of accidents as set out under the Policy.

NCD Protection applies only when the Policy is renewed with the Company, and is not transferrable to the next insurer. Having NCD Protection does not mean renewal invitation or renewal terms are guaranteed for the next Period of Insurance.

**Endorsement AA1 - ExcelDrive Prestige Plan**

It is hereby understood and agreed that this Policy will indemnify the Insured for the costs of any accident repair that is carried out at

1. an ExcelDrive Workshop; or
2. non ExcelDrive Workshop

For the purposes of this Endorsement, "ExcelDrive Workshop" shall mean such motor repairer or workshop as approved for use by the Company under the ExcelDrive Programme at the time of accident repair but excluding a distributor-owned or appointed motor workshop.

In the event of an accident where the insured Motor Vehicle is being repaired at any one of the Company's panel of ExcelDrive Workshops (or as decided and assigned by the Company), the Excess in the Policy Schedule – Endorsement E or Endorsement E1 will be waived up to the amount specified in the table below:

No Claim Discount (NCD)	Waiver of Excess (limit to 1 claim per policy year)
0% to 40% NCD	Waive <u>50%</u> of Excess or maximum S\$1,000
50% NCD	Waive <u>100%</u> of Excess or maximum S\$1,000

**Endorsement AA2 - ExcelDrive Gold Plan**

In consideration of the Insured receiving a discount on this Policy, it is hereby understood and agreed that this Policy will only indemnify the Insured for the costs of any accident repair provided repair is carried out at an ExcelDrive Workshop.

For the purposes of this Endorsement, "ExcelDrive Workshop" shall mean such motor repairer or workshop as approved for use by the Company under the ExcelDrive Programme at the time of accident repair.

In the event of an accident where the insured Motor Vehicle is being repaired at any one of the Company's panel of ExcelDrive Workshops (or as decided and assigned by the Company), the Excess in the Policy Schedule – Endorsement E or Endorsement E1 will be waived up to the amount specified in the table below:

No Claim Discount (NCD)	Waiver of Excess (limit to 1 claim per policy year)
0% to 40% NCD	Waive <u>50%</u> of Excess or maximum S\$1,000
50% NCD	Waive <u>100%</u> of Excess or maximum S\$1,000

**Endorsement AA3 - ExcelDrive Focus Plan**

In consideration of the Insured receiving a discount on this Policy, it is hereby understood and agreed that this Policy will only indemnify the Insured for the costs of any accident repair provided repair is carried out at an ExcelDrive Workshop.

For the purposes of this Endorsement, "ExcelDrive Workshop" shall mean such motor repairer or workshop as approved for use by the Company under the ExcelDrive Programme at the time of accident repair.

**Endorsement Z - Loss of Use Benefit (S\$100 Per Day)**

The Company will pay the Insured an amount of S\$100 per day for loss of use of the Motor Vehicle during repair at an approved workshop as provided by the Policy for the selected plan, as a result of an accident covered and claim paid under this Section as recommended by the Company's authorized surveyors, where repair period exceeds three (3) days. The period of loss of use will commence from the date the Company approve the estimated repair costs of the Motor Vehicle for up to ten (10) days during the Period of Insurance. This benefit shall not apply to claim arising under Section I of the Policy settled on total loss basis and/or under Breakage of Glass in Windscreen or Window. The Company shall be entitled at its sole discretion to subrogate in the name of the Insured for its own benefit any claim for indemnity against any third party.

This benefit will not be applicable

1. when the repairs are delayed due to non-availability of spare parts;
2. for return jobs to the workshop due to repair not up to Insured's satisfaction;
3. for delay in collecting the vehicle upon completion of repair.

The loss of use benefits must be submitted to the Company within thirty (30) days upon completion of repair.

### **Endorsement 17 - Third Party Indemnity to Employer**

It is hereby understood and agreed that in the terms of and subject to the limitations of the indemnity which is granted by Section II of the Policy to the Insured the Company will indemnify the employer of the Insured named in the Policy Schedule (hereinafter called the Employer) whilst any motor vehicle in connection with which indemnity is granted under this Policy (other than a motor vehicle belonging to the Employer or hired to him under a Hire Purchase Agreement) is being used upon the business of the Employer provided that such indemnity shall not include liability for death or bodily injury sustained by any person arising out of and in the course of the employment of such person by the Employer. Provided always that the Employer

1. shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they shall apply;
2. is not entitled to indemnity under any other policy.

Subject otherwise to the Terms of this Policy.

### **Endorsement 31 - Cover Whilst Driven by a Motor Trader**

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms of this Policy the insurance granted thereby shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

### **Additional Endorsements**

**The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.**

#### **Clarification Agreement**

Property damage covered under this Agreement shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Agreement:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this Exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **Condition Precedent**

The validity of this Policy is subject to the condition precedent that

1. 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
2. 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
  - a. 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
  - b. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incept.

#### **Contracts (Rights of Third Parties) Act Exclusion**

It is hereby declared and agreed that a person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

#### **Cyber Risks Exclusion Clause (NMA2915)**

##### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by perils of Fire and Explosion.

## 2. **Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

### **Electronic Date Exclusion**

The Company will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to

1. correctly recognize any date as its true calendar date;
2. capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
3. capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

Subject otherwise to the Terms of the Policy.

### **Personal Data Protection**

In relation to the personal data collected for this Insurance, the Insured agreed and acknowledged that

1. the Company may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. the Company will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If the Company wish to use, disclose or process the personal data for another purpose the Company will seek the Insured's prior written consent;
3. the Company may disclose the personal data for the purposes to a related corporation, subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (acting on our behalf). Those recipients may be located in or outside Singapore.

### **Payment Before Cover Warranty (This warranty applies where the Policy is issued to an Individual.)**

1. The Premium due must be paid to the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Company or the intermediary when one of the following acts takes place:
  - a. Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
  - b. A credit or debit card transaction for the premium is approved by the issuing bank;
  - c. A payment through an electronic medium including the internet is approved by the relevant party;
  - d. A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

### **Premium Payment Warranty (This warranty applies where the Policy is issued to a corporate entity.)**

1. Notwithstanding anything herein contained but 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 the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
  - a. the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;

- b. the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - c. the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$26.75 (inclusive of 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 the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

#### **Policy Owners' Protection Scheme**

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA/LIA or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

#### **Sanction Limitation and Exclusion Clause**

The Company shall not be deemed to provide cover and the Company 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **Terrorism**

Notwithstanding any provision to the contrary within this Insurance or any Endorsement thereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **Total Asbestosis Exclusion**

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving

1. asbestos; or
2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.