

## Commercial Vehicle 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 (hereinafter collectively referred to as the Terms of this Policy) contained herein or endorsed hereon.

### Section I – Insurance on The Motor Vehicle

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

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon

- a. by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
- b. by fire external explosion self-ignition or lightning or burglary housebreaking or theft.
- c. by malicious act.
- d. whilst in transit (including the processes of loading and unloading incidental to such transit) by,
  - i. road rail inland waterway lift or elevator
  - ii. 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 not exceed 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 a Limit of Liability S\$300.00 bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

#### 3. **Replacement Parts**

In the event of loss of 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 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 last obtained at the Manufacturer's Work plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and amount of any relative import duty;

and

- b. the reasonable cost of fitting such part

#### 4. **Authority to Repair**

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

- a. the estimated cost of such repair does not exceed the Authorised Repair Limit of S\$300.00.
- b. detailed estimate of the cost is forwarded to the Company without delay.

**Exceptions to Section I**

The Company shall not be liable to pay for

- a. loss of use or any consequential loss.
- b. depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
- c. damage caused by overloading or strain.
- d. damage caused by explosion of any boiler forming part of or attached to or on the Motor Vehicle.
- e. damage to tyres unless the Motor Vehicle is damaged at the same time.
- f. loss or damage whilst the Motor Vehicle is in transit (including loading and unloading) between:
  - i. Singapore and her offshore islands.
  - ii. West Malaysia and her offshore islands other than Penang.

**Section II – Liability to Third Parties****1. Indemnity to The Insured**

The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle 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 Accident.
- b. damage to property limited to S\$500,000.00 in respect of any one claim or series of claims arising out of one accident.

**2. Indemnity to Authorised Drivers**

In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver

- a. shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
- b. is not entitled to indemnity under any other policy.

**3. Indemnity to The 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 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.

**4. Apportionment of Indemnity to The Insured**

In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

**5. Expenses**

The Company will pay all the 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 fatal inquiry in respect of any death which may be the subject of indemnity under this Section
- b. undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

**Exceptions to Section II**

The Company shall not be liable in respect of

- a. death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- b. 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 indemnified under this Section.
- c. damage to property belonging to or held in trust by or in the custody of or control of:
  - i. the Insured or any member of the Insured's household or being conveyed by the Motor Vehicle, or
  - ii. any Authorised Driver claiming to be indemnified under Section II-2 or any member of his household.
- d. damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle.
- e. damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle.
- f. death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation.

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

**Section III – Towing Disabled Vehicles**

This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify the Insured in terms of Section II in respect of liability in connection with such towed vehicle provided that

- a. such towed vehicle is not towed for reward
- b. the Company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

**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:

<b>Period of Insurance</b>	<b>NCD</b>
The preceding year	10%
The preceding two (2) consecutive years	15%
The preceding three (3) or more consecutive years	20%

If more than one (1) motor vehicle is described in the Schedule the NCD shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferer shall not accrue to the benefit of the Transferee.

The NCD is not affected by any notification or information which the Insured is obliged to provide to the Company unless it is in relation to a claim made on the Company.

**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.

**Legislation**

Road Traffic Act (Cap. 276) (Republic of Singapore),  
Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 189) (Republic of Singapore),  
Road Transport Act 1987 (Malaysia),  
Road Transport (Amendment) Act 2019 (Malaysia),  
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).

**Geographical Area**

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

**Authorised Driver and Limitations as to use**

As described in the Certificate of Insurance.

**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.

**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.

**General Exceptions**

The Company shall not be liable in respect of

1. any accident loss damage or liability caused sustained or incurred
  - a. outside the Geographical Area
  - b. whilst the 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 described in the Certificate of Insurance
    - 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 described in the Certificate of Insurance
    - 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. A conviction against such person for an offence under the relevant Sections of the Road Traffic Act (Cap 276) shall be conclusive evidence for the application of this Exception where the offence is committed at the time of an accident or other event giving rise to a claim under this Policy.
    - 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.

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 the 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 or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured or any 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. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5.
  - a. any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
7. any accident loss damage or liability if the insured vehicle does not have a valid Certificate of Entitlement.
8. 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.
9. any accident loss damage or liability where the Motor Vehicle is being driven in the course of work on a public road by a foreigner on work permit not in accordance with the licensing, Work Permit regulations or other laws or regulations of whatever nature.

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.

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

### **4. Notification of Accidents**

- a. In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within twenty-four (24) hours of the accident or by the next working day thereof.
- b. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
- c. Every letter claim writ summons and process shall be notified or forwarded unanswered to the Company immediately 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 (NCD) 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.

<b>Current</b>	<b>Upon Renewal (Non-Reporting)</b>
20%	15%
15%	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 - Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.

\*Non-Reporting NCD - Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy.

### **5. Claims Procedure**

- a. Report the accident with your damaged vehicle to us through our authorised workshops OR approved reporting centres within twenty-four (24) hours or the next working day of the accident
- b. Contact us, our authorised workshops or reporting centres to arrange for towing to take your disabled vehicle to our approved workshops

- c. 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
- take over and conduct in the name of the Insured or such person the defence or settlement of any claim;
  - prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise; and/or
  - conduct and settle proceedings as it sees fit.

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

- providing all such information and assistance as the Company may require;
- allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has 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 4 - Notification of Accidents 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.

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\$300.00 in total.

## **6. Conduct of Settlement or Proceedings**

At any time after the happening of any event giving rise to a claim or series of claims under Section II - 1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II - 1(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

## **7. 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\$54 (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

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

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

- Insured has reported a claim or there is an outstanding claim (including windscreen claim);
- a claim has been paid (including windscreen claim);
- the Insured has an outstanding liability;
- the refund premium is less than S\$10.00.

## **8. Other Insurance**

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the



Company any liability from which but for this Condition it would have been relieved under proviso (ii) of Section II - 2 of this Policy.

**9. 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 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.

**10. Conditions Precedent to The 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 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 the Company to make any payment under this Policy.

**Endorsements**

**The following endorsements are not applicable unless specified in the Policy Schedule**

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

In consideration of an additional premium 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 of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to an amount not exceeding the sum stated in the Schedule and that this shall be deemed not to be a claim for the purpose of the No Claim Discount 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 unless it is reinstated and a further additional premium paid.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

**Endorsement I2 – Breakage of Glass in Windscreen or Window**

In consideration of an additional premium 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 of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to an amount not exceeding the sum stated in the Schedule and that this shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

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 extension.

Following the settlement of two (2) such claims, the benefit under this extension shall terminate and no further reinstatement is allowed.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

**Compulsory Excess – Section I**

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 first amount shown in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder.

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.

And it is further understood and agreed that the above Excess shall not apply to loss or damage caused by fire external explosion self-ignition burglary malicious act house-breaking or theft.

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

**Cover Whilst Driven by a Motor Trader ME No. 31**

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.

**Employers' Loan ME No. 15(a)**

It is hereby understood and agreed that (the Employer named in the Schedule of the Policy) are interested in any moneys which but for this Endorsement would be payable to the Insured under this Policy in respect of loss of or damage to the Motor Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be paid to the above named Employer until such time as notice is given by them to the Company that they have no further financial interest in the insured vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

**Excess ME No. 2**

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that in the event of any claim arising under Section I and/or II of this Policy a further Excess as shown in the Schedule shall apply in addition to the amount of excess specified in the Schedule when at the time of an accident the Motor Vehicle is driven by:

Any person who is not named in the Policy but is driving on the Insured's order or with his permission.

**Excess All Claims ME No. 1**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Sections I, II and/or III of this Policy the Insured in respect of each and every event shall be responsible for the first amount shown in the Schedule (or any less expenditure which may be incurred) 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 Condition 5 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 cause in connection with any one Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

**Endorsement C – Excess Section II (T.P.)**

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 under this Endorsement 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 Condition 5 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 cause in connection with the insured vehicle which indemnity is granted under this Policy.

**Endorsement R – Fleet Discount – Cancellation of No Claim Discount**

It is hereby understood and agreed that the No Claim Discount Clause of this Policy is deemed to be cancelled and replaced by a Fleet Discount.

**Endorsement E26 – Hire Vehicles – Hirer Driving**

It is understood and agreed that notwithstanding anything to the contrary contained in this policy unless the Motor Vehicle is being driven by or is or the purpose of being driven by him in the charge of the Insured or a person in his employ the policy shall be operative only whilst the Motor Vehicle is let on hire by the Insured to any person (hereinafter called the 'HIRER') who:

- a. shall have entered into a Hire Contract with the insured.
- b. shall have satisfied the Insured
  - i. that the Motor Vehicle will be driven only by a person duly licensed to drive whose driving license has not been endorsed;
  - ii. that such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

Whilst the Motor Vehicle is let on hire to the Hirer the Company shall not be liable

- a. for any loss damage or liability due to or arising from theft or conversion by the Hirer;
- b. If the Motor Vehicle is used by the Hirer for the carriage of passengers for hire or reward.

**Hire Purchase ME No. 15**

It is hereby understood and agreed that the Financial Institution shown 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 a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part.

It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) 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.

**Legal Liability of Passengers for Acts of Negligence ME No. 72**

It is hereby understood and agreed that the Company will at the request of the Insured indemnify in terms of Section II of this Policy any person mounting into dismounting from or travelling in the Motor Vehicle such person being hereinafter called "the Passengers"

Provided that the Passenger

- a. is not driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving
- b. is not entitled to indemnity under any other Policy
- c. shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

**Exceptions**

The Company shall not be liable in respect of

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

**Loss of CD / Cassette / Radio**

It is hereby understood and agreed that the Company will indemnify the Insured against loss of or damage to CD / Cassette / Radio whilst such property is in or on the Motor Vehicle where such loss or damage is occasioned by fire external explosion self-ignition or lightning or burglary house-breaking or theft or any attempt thereat.

Provided always that

- a. the liability of the Company hereunder shall be limited to the amount shown in the Schedule in respect of any one occurrence
- b. the Company shall not be liable in respect of loss of or damage to cassette discs or tapes or goods or samples carried in connection with any trade or business.

**Endorsement S – Mobile Plant – Inclusion of Third Party Working Risk where Tool of Trade is used only for Work Performed in or upon The Motor Vehicle or Trailer**

It is hereby understood and agreed that except so far as is necessary to meet the requirements of the Legislation the Company shall be under no liability under Section II of this Policy in respect of liability arising out of:

- a. the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- b. the operation other than in or on the Motor Vehicle of any plant forming part of or attached to such Motor Vehicle.

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

**Non-Cancellation Clause**

The Company undertakes to obtain the Bank's or Finance Company's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Bank or Finance Company immediately of any other material changes which are proposed to be made in terms of the Insurance.

**Endorsement M – Own Damage, Fire and Theft Claims**

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 (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder.

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 purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle.

**Passenger Risks ME No. 19(i)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Exception (b) to Section II of this Policy the Company will indemnify the Insured against liability at Law (other than liability under any Work Injury Compensation Legislation) for damages and claimants' costs and expenses in respect of death or bodily injury to any employee of the Insured being carried in or upon or entering or getting on or alighting from but not driving the Motor Vehicle.

PROVIDED ALWAYS THAT in the event of an accident occurring whilst the Motor Vehicle is carrying more than (the number stated as the carrying or seating capacity in the Schedule) employees of the Insured (in addition to the driver) the Company shall not be liable for more than a ratable proportion of the total amount payable by reason of this Endorsement in respect of such accident.

**Personal Accident Benefits to Paid Driver/ Attendant ME No. 5(a)**

It is hereby understood and agreed that the Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/attendant in the employ of the Insured in direct connection with the Motor Vehicle and caused by violent accidental external and visible means which independently of any

other cause (excepting medical or surgical treatment consequent upon such injury) shall within three (3) calendar months of the occurrence of such injury result in :

Item	Death/Nature of Injury	Scale Of Compensation
1	Death	S\$ 1,000.00
2	Total and irrecoverable loss of sight in both eyes	S\$ 2,000.00
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	S\$ 2,000.00
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	S\$ 2,000.00
5	Total and irrecoverable loss of sight in one eye	S\$ 1,000.00
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$ 1,000.00
7	Total disablement from engaging in or giving any attention to such person's occupation	S\$ 5.00 per week (for a period not exceeding 13 consecutive week)

Provided always that

- Compensation shall be payable under one only of items 1 to 7 above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$2,000.00 during any one period of insurance in respect of any such person.
- No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- 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
  - intentional self-injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity or
  - an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.

**Personal Accident Benefits to Unnamed Passengers ME No. 7(b)  
(Other Than The Insured and His Paid Driver or Attendant)**

It is hereby understood and agreed that the Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person (other than the Insured and his paid driver or attendant and/or a person in the employ of the Insured coming within the scope of the Work Injury Compensation Legislation subsequent amendments to the said Legislation and engaged in and upon the service of the Insured at the time such injury is sustained) whilst mounting into dismounting from or travelling in (but not driving) the Motor Vehicle and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three (3) calendar months of the occurrence of such injury result in:

Item	Death/Nature of Injury	Scale Of Compensation
1	Death	S\$ 1,000.00
2	Total and irrecoverable loss of sight in both eyes	S\$ 2,000.00
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	S\$ 2,000.00
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	S\$ 2,000.00
5	Total and irrecoverable loss of sight in one eye	S\$ 1,000.00
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$ 1,000.00
7	Total disablement from engaging in or giving any attention to such person's occupation	S\$ 5.00 per week (for a period not exceeding 13 consecutive week)

Provided always that

- Compensation shall be payable under one only of items 1 to 7 above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$5,000.00 during any one period of insurance.
- No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- 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
  - intentional self-injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity or

- ii. an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- e. Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- f. If the number of persons (including the driver) in the Motor Vehicle at the time of the occurrence exceeds the number stated as the carrying or seating capacity in the Schedule the Company shall be liable only for a pro rata proportion of the compensation which otherwise would be payable.

### Endorsement K – Personal Accident Insurance

It is hereby agreed that the above-stated Policy is extended to cover Personal Accident Insurance in respect of person named in the Schedule. Sum Insured: S\$10,000

<b>Contingencies</b>		<b>Compensations</b>
BODILY INJURY to the life insured solely and directly caused by accidental means and being the sole and direct cause of:		(being a percentage of the Capital Sum Insured)
1	Death or Total Permanent Disablement	100%
2	Total and irrecoverable loss of all sight of both eyes	100%
3	Total loss by actual separation of both feet or both hands or one foot and one hand	100%
4	Total loss by actual separation of one foot or one hand together with total and irrecoverable loss of all sight in one eye	100%
5	Total and irrecoverable loss of all sight in one eye	50%
6	Total loss by actual separation of one foot or one hand	50%
7	Temporary total disablement: Weekly compensation at rate of	0.5%
8	Temporary partial disablement: Weekly compensation at rate of	0.2%

### 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. Under items 7 and/or 8 in respect of any accident for more than 52 weeks from the commencement of the disablement and until the total amount thereof has been ascertained and agreed.
- b. The Insured shall not be entitled to compensation under more than one item in respect of the same period of disablement or the same accident except that after compensation in respect of an accident has ceased to accrue under item 7 it can accrue under item 8 in respect of the same accident.
- c. Any sums paid under items 7 and/or 8 shall be deducted from any sum becoming payable under items 1 to 6 in respect of any event happening within the same year of insurance.
- d. Upon payment of any claims under one of the items 1 to 6 this Policy shall be delivered up to the Company and all liability of the Company hereunder shall cease.

### Exceptions

1. The Company shall not be liable under the endorsement for death or disablement directly or indirectly due to or arising or resulting from:
  - a. war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege strike riot or civil commotion.
  - b. intentional self-injury suicide or attempted suicide (whether felonious or not) intoxication drugs insanity venereal disease childbirth or pregnancy or any pre-existing physical defect or infirmity.
  - c. the Insured engaging in winter sports football mountaineering motor cycling (whether as a driver or passenger) racing of any kind other than on foot water skiing or underwater activities involving the use of underwater breathing apparatus.
  - d. the Insured engaging in air travel as a member of the crew or for the purpose of under-taking any technical operation in the aircraft except as a fare paying passenger in any properly licensed aircraft being operated by a licensed airline in accordance with published schedules of flights or timetables or in a properly licensed multi-engined aircraft being operated by any other licensed commercial air carrier.
  - e. surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy.
  - f. duty or service in any of the Armed Forces or Armed Uniform Groups except as a National Serviceman.
2. This endorsement does not cover any accident directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fusion.
3. The compensation provided by this endorsement shall not apply to or include any accident and/or injury directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
4. Accidental death shall not in any way be presumed by reason of the disappearance of the Insured except in the event of the total loss by shipwreck of the ship or aircraft of the aircraft in which the Insured was travelling. The onus of proof of the accident and the consequent death of the Insured shall in all cases rest with the claimant.

**Third Party Only ME No. 3(p)**

It is hereby understood and agreed that Section I (and its Exceptions) of this Policy is cancelled.

It is further understood and agreed that the printed wording of Condition 3 of the Policy is also cancelled and is replaced by the following new Condition:

- "3. 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."

**Third Party Fire and Theft ME No. 3(q)**

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 house-breaking or theft.

**Private Use – Indemnity to Person Using ME No. 33**

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

- a. Such person is not entitled to indemnity under any other Policy
- b. Such person shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

**Special Perils ME No. 57**

It is hereby understood and agreed that under Section I - 1 of this Policy the Company will indemnify the Insured against loss or damage to the Motor Vehicle and its accessories and spare parts whilst thereon by flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature.

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

**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 market value of the Motor Vehicle 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.

**Strike Riot or Civil Commotion ME No. 25**

It is hereby understood and agreed that the words "strike riot civil commotion" in General Exception 2 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 minimising the consequences of such disturbance
2. the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

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

- i. war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- ii. mutiny civil commotion assuming the proportions of or amounting to a popular rising military arising rebellion revolution insurrection military or usurped power or any act of a person acting on behalf of or in connection with any organisation with activities directed towards 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 of any of the said occurrences.

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

**Elderly, 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 Elderly, Young and/or Inexperienced Drivers as defined in the Schedule.

**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\$27 (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.

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