



ePROTECT *motorcycle*

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 the Company for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

Now this policy witnesseth 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).

Important Notice

In accordance to Section 25(5) of the Insurance Act, we would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

Section I – Loss or Damage

1. The Company will indemnify the Insured against loss of or damage to the motorcycle 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;
 - iii. direct sea route across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johor, Malaysia.
2. At its own option the company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the motorcycle 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 insured's maximum value stated in the schedule shall be the maximum amount payable by the company in respect of any claim for loss or damage.
3. In the event of loss of or damage to the Motorcycle and/or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motorcycle is held for repair or in the event of the Company exercising the option to pay in cash the amount of loss or damage, the liability of the Company in respect of any such part shall be limited to:-

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the Motorcycle is held for repair; or
 - (b) if no such catalogue or price list exists the price last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motorcycle is held for repair and the amount of any relative import duty; and
 - (c) the reasonable cost of fitting such part.
4. If the motorcycle is disabled by reason of loss or damage insured under this policy the company will subject to the limits of liability 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, subject to a limit of S\$50.
5. The insured may authorise the repair of the motorcycle 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 S\$50;
 - (b) a detailed estimate of the cost is forwarded to the company without delay.
6. Hire Purchase Agreement

It is hereby understood and agreed that the persons, firms and/or finance company named under "hire purchase owners" in the schedule of this policy (hereinafter referred to as owners) are the owners of the motorcycle and that the motorcycle 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 owner as long as they are owners of the motorcycle 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 named in the schedule of this policy as the principal party and not as 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 of the company.

Subject otherwise to the terms of this policy.

Exceptions to Section I

1. The Company shall not be liable to pay for:
- (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
 - (b) damage caused by overloading or strain;
 - (c) loss of or damage to accessories or spare parts by burglary, housebreaking or theft unless the motorcycle is stolen at the same time;
 - (d) damage to tyres unless the Motorcycle is damaged at the same time;

- (e) Third Party Fire & 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, lightning, burglary, housebreaking or theft.
2. Notwithstanding anything contained in Section I – Clause 1 (Loss or Damage) of this Policy to the contrary, the Company shall not be liable whilst the Motorcycle is in transit (including loading and unloading) between:
 - (a) Singapore and her offshore islands;
 - (b) West Malaysia and her offshore islands other than Penang.

Section II – Liability to Third Parties

1. 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 Motorcycle or in connection with the loading or unloading of the Motorcycle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:
 - (a) death of or bodily injury to any person;
 - (b) damage to property up to a limit of S\$500,000 in respect of any one claim or series of claims arising out of one event.
2. In terms of and subject to the limitations of and for the purposes of this section the Company will indemnify any authorised rider who is driving the Motorcycle provided that such authorised rider:
 - (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. 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. The Company will pay all costs and expenses incurred with its written consent.
5. 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.
6. 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.

7. It is hereby understood and agreed that the Company will at the request of the Insured any person mounting into and discounting from or travelling in the Motorcycle such person being hereinafter called “the Passenger” provided that the Passenger:
- (a) is not riding the Motorcycle or in charge of the Motorcycle for the purpose of riding;
 - (b) is not entitled to indemnity under any other Policy; and
 - (c) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.

Exceptions to Section II

The Company shall not be liable in respect of:

- (a) death, bodily injury or damage caused by or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motorcycle for loading thereon or the taking away of the load from the Motorcycle after unloading therefrom;
- (b) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment;
- (c) damage to property belonging to, held in trust by or in the custody or control of the Insured or a member of the Insured’s household or being conveyed by the Motorcycle;
- (d) damage to property belonging to the Insured or held in trust by or in the custody of or control of the Insured or any member of the Insured’s household or being conveyed by the Motorcycle;
- (e) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction with West Malaysia or the Republic of Singapore;
- (f) 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.

No Claim Discount

In the event of no claim being made or arising under this policy during a period of insurance specified below immediately preceding the renewal of this policy the renewal premium for such part of the insurance as is renewed shall be reduced as follows:

PERIOD OF INSURANCE	DISCOUNT
The preceding year	10%
The preceding two consecutive years	15%
The preceding three or more consecutive years	20%

If the Company shall consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

If more than one Motorcycle is described in the schedule the no claim discount shall be applied as if a separate policy had been issued in respect of each such Motorcycle.

The no claim discount 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.

Geographical Excess for Stolen Vehicle

It is hereby declared and agreed that notwithstanding anything to the contrary contained in this policy, the Insured shall be responsible for the excess of S\$1,000 if the Motorcycle is stolen outside of Singapore, but still within our geographical territorial limit.

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 of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 30 March 1992 or the agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22nd February, 1975.

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.

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 motorcycle is
 - i. being used otherwise than in accordance with the limitations as to use
 - ii. being ridden by or is for the purpose of being ridden by him in the charge of any person other than an authorised rider
 - iii. being ridden by any person whether it be the Insured himself or any person on his order or with his permission, whilst under the influence of any intoxicating liquor or drugs to such extent as to be incapable of having proper control of the Motorcycle as defined in the Road Traffic (Amendment) Act, 1976,
 - iv. being used or ridden when it is not registered under the Road Traffic Act (Chapter 276) or when its registration under the Road Traffic Act (Chapter 276) has been cancelled;
2. any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the said legislation) directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with flood, windstorm, rainstorm, typhoon, hurricane, volcanic eruption, earthquake, landslide, landslip or subsidence, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or any direct or indirect consequences of any of the said occurrences and 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 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. 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 Motorcycle.

If the 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 the entirety.

Limits of Liability

- 1) Limit of the amount of the Company's liability under Section I – 3.....S\$50/-
- 2) Limit of the amount of the Company's liability under Section II-1(a) in respect of any one claim or series of claims arising out of one event.....Unlimited
- 3) Limit of the amount of the Company's liability under Section II-1(b) in respect of any one claim or series of claims arising out of one event.....S\$500,000/-

Authorised Repair Limit

\$50/-

Geographical Area

The Republic of Singapore, West Malaysia, and that part of Thailand within 50 miles or 80km of the border between Thailand and West Malaysia.

Legislation

Road Traffic Ordinance 1958 (Federation of Malaya), Motorcycles (Third-Party Risks & Compensation) Ordinance 1960 (Republic of Singapore). (The reference to legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to section 79, 80 and 81 of the Federation of Malaya Ordinance and section 7, 8 and 9 of the Singapore Ordinance.) The agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15th January, 1968 and the agreement executed between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22nd February, 1975.

Motorcycles (Third Party Risks and Compensation) Act (Chapter 189), Motorcycles (Third- Party Risks and Compensation) Rules, Road Transport Act 1987 (Malaysia) and Motorcycles (Third-Party Risks) Rules 1959 (Malaysia).

Authorised Rider

Refer to schedule attached

Limitations As To Use

Refer to schedule attached

General Conditions

1. 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 the schedule shall bear such specific meaning wherever it may appear.
2. Every notice communication to be given or made under this policy shall be delivered in writing to the company.
3. The Insured shall take all reasonable steps to safeguard the Motorcycle from loss or damage and to maintain the Motorcycle in efficient condition and the Company shall have at all times free and full access to examine the Motorcycle or any part thereof from any rider or employee of the Insured. In the event of any accident or breakdown the Motorcycle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motorcycle is ridden before the necessary repairs and effected any extension of the damage or any further damage the Motorcycle shall be excluded from the scope of the indemnity granted by this policy.
4. Notification of Accident
 - (a) In the event of any accident involving the Motorcycle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motorcycle, call at the Company's approved reporting centre and report the accident within 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, notification of accident, is a very important condition and failure to comply with this condition after an accident and/or occurrence will result in the insured losing all or part of his No Claim Discount (NCD) as set out below.

Current	Upon Renewal (Non-Reporting)
20%	15%
15%	10%
10%	0%
0%	0%

Accident NCD

Means the % of NCD you are entitled to or is deducted from Your NCD entitlement because of claims made by or against You from accidents Your Motorcycle has been involved in.

Non-reporting NCD

Means the % of the NCD that would be deducted from Your NCD entitlement because of not reporting or being late in reporting an accident.

5. 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 benefits 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:

- 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 Motorcycle 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 Motorcycle.

- (b) In case the damage to the Motorcycle 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 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 \$300 in total.

6. 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 proceeding 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 proceeding 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. The Company may cancel this policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the policy has been in force or the policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen

during the then current period of insurance) the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the policy has been in force.

8. 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 provision (ii) of section II-2 of this policy.
9. 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 arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so 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 in 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. 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.

The following Clauses/Warranties are applicable to the Policy and are subject to its Terms, Exceptions and Conditions.

Non-Injury Motor Accident Report Scheme

In the event of accidents, Insureds are required to lodge motor accident reports with their insurance companies. For injury accident* or non-injury accidents involving a government motorcycle/damage to government property, a foreign motorcycle**, a pedestrian or cyclist, or non-injury "hit-and-run" cases, drivers are required to lodge a police report in addition to the motor accident reports which they will still have to lodge with their insurance companies.

** An injury accident is defined as one in which at least one party involved in an accident was conveyed to hospital from the accident scene; or if conveyance to hospital was done through other transport, the party is subsequently hospitalised, or given outpatient medical leave of three (3) days or more; or where no one was conveyed to the hospital from the scene, latent injury had subsequently developed which entailed hospitalisation, or outpatient medical leave of three (3) days or more.*

*** Foreign motorcycles are defined as all motorcycles registered in another country, all motorcycles owned by visiting forces present in Singapore, all motorcycles with USN or USG prefixes, and as general rule, all motorcycles insured by an insurance company not registered to transact general insurance business in Singapore.*

Contracts (Rights Of Third Parties) Act 2001

A person who is not a party to this Policy shall have no right under the contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

IT Clarification Clause

Property damage covered under this Policy 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 Policy:-

- (a) 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.
- (b) 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.

Terrorism Exclusion Endorsement

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 endorsement 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 organisation(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 endorsement 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 allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

Payment Before Cover Warranty (Applicable To Individual Policyholders Only)

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy 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 Insurer or the intermediary when one of the following acts takes place:

- (a) Cash or honoured cheque for the premium is handed over to the Insurer 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 Insurer 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 Insurer (or the intermediary through whom this Policy 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 Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

Premium Payment Warranty (Applicable To Corporate Policyholders Only)

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 sixty (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 sixty (60) day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
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.

Condition Precedent (For Corporate Policyholders)

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

- (a) for the risk insured, the Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:

- i. the Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
- ii. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.

General Excess

It is hereby understood and agreed that notwithstanding anything to the contrary in this Policy, the Insured in respect of each and every event shall be responsible for the amount specified in the Schedule under the heading "Excess" (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder.

The said expenditure incurred by the Company shall include any payments in respect of claims costs and expenses and/or expenditure incurred by the Company in the exercise of its discretion under Condition 5 forthwith.

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

Fleet Rated Risk – 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.

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.

Accident to Insured or Named Rider

In consideration of premium being paid, it is hereby understood and agreed that the Company will pay compensation of S\$5,000 on the death of the Insured or Named Rider in the Policy Schedule attached.

The indemnity granted under this clause is subject to an incident in connection with the use of the Insured Motorcycle and is caused by accidental, external and visible means independently of any other cause.

Provided always that:-

- (a) The total liability of the Company shall not exceed the sum of S\$5,000 during any period of insurance in respect of the Insured or Named Rider.
- (b) Such Insured or Named Rider is not less than eighteen (18) or more than sixty (60) years of age on the commencement date of coverage.
- (c) No compensation shall be payable in respect of death directly or indirectly, wholly or in part arising or resulting from or traceable to:

- iii. intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity; or
- iv. an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (d) Such compensation shall be payable to his legal personal representatives whose receipt shall be a full discharge in respect of the death of the Insured or Named Rider.
- (e) No compensation shall be payable in respect of death arising whilst such Insured or Named Rider is pillion riding.
- (f) In the event of the death of the Insured or Named Rider, notice shall when practicable be given to the Company before internment or cremation stating the time and place of any inquest appointed and the Company shall be entitled to have a post-mortem examination at its own expenses.
- (g) If the Company shall consent to a transfer of interest in this Policy, the personal accident benefit covering the Transferor shall not accrue to the benefit of Transferee. The Transferor shall also not be entitled to any return of personal accident premium for the unexpired period.
- (h) No compensation shall be payable unless death takes place within three (3) calendar months from the date of the accident.

Disputes Resolution

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

Personal Data Use

Any information collected or held by Us whether contained in your application or otherwise obtained may be used and/or disclosed to our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to your application, any policy issued and to provide advice or information concerning products and services which we believe may be of interest to you and to communicate with you for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

Policy Owners' Protection Scheme

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

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