



**POLICY WORDING**

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# **Private Car Insurance**



# Private Car Insurance

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## Important Notice

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In accordance with the Section 23(5) of the Insurance Act 1966, 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.

You must be the registered owner of Your Car as per the Land Transport Authority (LTA)'s records during the Period of Insurance with Us, otherwise You may not receive any benefit from this Policy.

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## General Terms

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1. This Policy, Schedule, Endorsement, application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this insurance shall be the basis and forms part of this contract.
2. This Policy, Schedule, Endorsement, application, proposal form, declaration and attached papers together with other statements in writing, if any are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning whenever it appears.
3. We shall provide the respective insurance in the terms set out in this Policy, provided that You pay the premium in full and We agree to accept it.
4. The conditions which appear in this Policy, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.

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## General Definitions

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**Accessories** refers to all audio, video and other standard equipment fitted into the Car by the manufacturer or distributor at the time Your Car was originally bought.

**Accident** refers to an unexpected and unintentional event that is violent, visible and external in relation to Your Car.

**Authorised Driver** refers to any person(s) that holds a valid and relevant class of driving license and has been granted permission by You to drive Your Car.

**Authorised Repair Limit** refers to the limit You are allowed to authorise for a repair in the event Your Car is damaged and/or lost in an Accident and the damage and/or loss is covered by Your Policy.

**Car** refers to the vehicle insured under this Policy as shown in the schedule or certificate of insurance.

**Market Value** refers to the cost of replacing Your Car with one of the same make and model, of similar condition and age as currently available immediately before the date of the loss or Accident.

**Mileage Data** refers to information on Your Car odometer mileage reading submitted by You through Our Platform.

**Named Driver** refers to any person named in the Policy under “persons or classes of persons entitled to drive”.

**No Claim Discount (NCD)** refers to a discount in Your premium when there is no claim lodged by You or made against You by any third party.

**Period of Insurance** refers to the period during which Your Car is insured under this Policy as shown in the schedule or certificate of insurance.

**Policy** refers to this Policy, Your application form, Your declarations, the Schedule, the certificate of insurance and any Endorsements We have issued under this Policy.

**Platform** refers to a website and any other platform notified and provided by Us.

**Prohibited Person** means a person or entity who is, or who is related to a person or entity:

- (i) Subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict us from providing insurance or carrying out any transaction under this policy; or
- (ii) Who is involved in any terrorist or illegal activities or placed on sanction listing or issued with freezing order.

**Rebate** refers to rebate given to You if Your mileage driven during the Period of Insurance falls within the low mileage category, as per the Rebate Table.

**Rebate Table** refers to the Rebate given to You as a percentage of basic premium paid. Basic premium paid is calculated based on basic premium less No Claim Discount (NCD) less discount for direct purchases (if any). The Rebate payable will depend on the mileage driven per year as per the Rebate Table below:

**Annual mileage driven (kilometres driven) Percentage Rebate with no additional premium**

Distance Less Than (km)	Daily Rebate	Daily Distance Less Than (km)	Annual Rebate
5 000	0.08%	14	30%
8 000	0.06%	22	20%
12 000	0.03%	33	10%

**Windscreen** refers to the front, side, rear and quarter glass, but not the sunroof or any glass roof of the Car.

**Unnamed Driver** refers to any person who is not named in the Policy under “persons or classes of persons entitled to drive”.

**Us / We / Our** refers to Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K).

**You / Your / Insured** refers to the policyholder named in the Policy.

## Summary of Cover

The extent of the insurance You have depends on the type of cover You have taken up. The table below shows a summary of each type of cover.

Cover provided	Comprehensive	Third Party, Fire & Theft	Third Party Only
<b>Section I – Your Car</b>			
(a) Accidental loss or damage by fire	√	√	
(b) Loss and/or damage by theft	√	√	
(c) Accidental loss and/or damage by other insured	√		
(d) Protection and Removal After Damage or Loss	√	√	
<b>Section II – Your Legal Liability to Third Parties</b>			
(a) Death or bodily injury to other people	√	√	√
(b) Loss or damage to property of other	√	√	√
(c) Your legal costs and expenses	√	√	√
<b>Other Benefits</b>			
(a) Medical Expenses	√		
(b) Personal Accident Benefits (for You only)	√		
(c) Drive Less Save More (DLSM)	√		
(d) 24 – hour roadside assistance	√		
<b>Optional Benefits</b>			
1. NCD Protector (applicable for 30% onwards)			
2. Gap Cover (applicable for Comprehensive cover only)			
3. Etiqa Package (applicable for Comprehensive cover only)			

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## Section I – Your Car

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If Your Car and its Accessories and spare parts are accidentally damaged, lost or stolen, or damaged by fire during the Period of Insurance, We may at Our option:

- (a) Repair or replace any part of the Car or any Accessory or spare part damaged or stolen; or
- (b) Pay in cash the amount of loss or damage.

The Accessories and spare parts must be on the Car at the time of damage, loss or theft.

We will not pay more than the Market Value of the part of the Car, the Accessories or spare parts damaged or lost plus the reasonable costs of fitting parts.

### **Protection and Removal After Damage or Loss**

If Your Car cannot be driven due to the damage from the Accident or upon recovery after theft, We will pay the reasonable cost of protecting and removing/towing Your Car to the nearest repairer and delivery after repair up to S\$200 per policy year.

### **Authority to Repair**

In case Your Car is accidentally damaged and the damaged is covered by Your Policy, You may authorise the repair of Your Car if:

- (a) The estimated cost of the repair is not more than the authorised repair limit shown on the Policy; and
- (b) You send Us a detailed estimated cost within fourteen (14) days of the event or within fourteen (14) days of when You would reasonably be expected to know of the event.

### **What We Will Pay:**

If Your Car is a total loss or constructive total loss, the maximum amount We pay is the Market Value of the Car at the time of loss or damage. Your Car is considered a total loss if We decide that at the time of loss or damage, it would not be safe to repair Your Car or a constructive total loss if the cost of repairs exceeds the difference between the Market Value and the salvage value of Your Car.

Your Policy does not insure You against:

- (i) depreciation, wear and tear to Your Car;
- (ii) mechanical, electrical or electronic breakdown, failure or breakage to Your Car;
- (iii) damage and/or loss to tyres unless other parts of the Car are damaged in the same accident;
- (iv) loss of use of Your Car or any other indirect or consequential loss;
- (v) loss of or damage to Accessories and fittings that are not installed by the manufacturer, and spare parts which are not in/on the Car at the time of damage, loss of theft, unless otherwise endorsed into the Policy;
- (vi) any willful and /or negligent act committed by You or Your Authorised Driver;
- (vii) any damage and/or loss to Your Car if Your claim is lodged after fourteen (14) days of occurrence of the loss which includes the day of the Accident. The fourteen (14) days grace period will be extended to thirty (30) days if You elect to file Your Third-Party claim with any of Our Authorised Workshops; or
- (viii) any loss arising out of delay in claims settlement due to non-availability or delay in delivery of spare parts.

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## Section II – Your Legal Liability to Third Parties

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### 1. Injury and Damage

With all types of cover, We will pay all the amounts that You are legally required to pay to others in compensation for:

- (a) Death or bodily injury;
- (b) Loss of or damage to property;

As a result of an Accident occurring during the Period of Insurance and arising out of the use of Your Car.

### 2. Legal Representation and Services

At Our option We may:

- (a) arrange for representation at any inquest or official inquiry;
- (b) undertake the defence in any proceedings against You for an act or alleged offence relating to an event covered by this section of Your policy;
- (c) at Your request, arrange and pay for legal services to defend You or Your Authorised Driver against a charge of causing death by driving (but not a charge of murder). The amount We will pay for these legal services is subject to the limit of liability shown in the policy.

### 3. Legal Costs and Expenses

If You get Our written consent before You incur them, We pay for any reasonable costs and expenses in connection with an Accident that involves Your legal liability to others.

### 4. The Liability of Others

We provide the same cover against legal liability as We provide You to:

- (a) any Authorised Driver driving Your Car with Your permission for:
  - (i) social, domestic or pleasure purpose; or
  - (ii) for your own business
- (b) any passenger (s) getting into or out of, or travelling in Your Car (but not if they are driving it),
- (c) Your employer while You are driving a Car covered by this Policy for Your employer's business.

In the event of Your death, this cover continues to apply to any immediate member of Your family, named driver or other person driving Your Car if they had Your permission to drive it in Your lifetime.

If anyone (including You) who has incurred legal liability and who is covered for it under this Policy dies, We cover the person's legal personal representatives to the same extent if someone claims against them for that legal liability.

This extension of cover to others is only applicable if they:

- (a) comply with each condition of the Policy as far as it applies to them; and
- (b) are not entitled to cover under any other insurance Policy.

This section of Your Policy does not insure against claims for:

- (a) Death or bodily injury to:
  - (i) a person (including You) driving Your Car
  - (ii) any employee employed by any person covered under this Policy if the death or bodily injury arises out of and in the course of that person's employment
- (b) Loss or damage to property that:
  - (i) belongs to, or is in the care, custody or control of, any person covered by this Policy or any member of that person's household; or
  - (ii) is being carried by Your Car.

The maximum amount We will pay for legal liability for injury or damage, legal services, and costs and expenses shall not exceed the separate limits of liability for these items shown on the Policy. We only pay up to the maximum amount whether there is one claim or several claims out of the same event.

## Other Benefits

### 1. Medical Expenses

We pay the reasonable medical expenses incurred by You, an Authorised Driver or a passenger in connection with a bodily injury:

- (a) Sustained as the direct and immediate result of an accident to Your Car during the Period of Insurance; and
- (b) Is caused by accidental, violent, external and visible means.

This benefit will be subject to a limit of \$1,000 per accident, in respect of each injured person.

### 2. Personal Accident Benefits (for You only)

We pay the compensation for physical disability or death set out in the scale of benefits if You suffer bodily injury that:

- (a) Is the direct and immediate result of an Accident
  - (i) involving Your Car; or
  - (ii) When travelling in, or getting into or out of Your Car during the Period of Insurance; and
- (b) Is caused by accidental, violent, external and visible means.

The physical disability or death must occur within three (3) calendar months of the Accident and be independent of any other cause (except associated medical or surgical treatment). It must not arise directly or indirectly out of intentional self-injury, suicide or attempted suicide, physical defect or infirmity. The Accident must not have happened while You were under the influence of intoxicating liquor or drugs. You must be between eighteen (18) and sixty-five (65) years of age at the time of the injury.

We pay the compensation to You or, in the event of death, to Your legal personal representative. Once We pay the benefit, We have no further liability to You or Your legal personal representative. If You hold more than one (1) motor policy with Us, compensation is payable under one (1) policy only. If the insured is a company, We pay these benefits only if an individual is named by endorsement in the Policy as being entitled to receive them.

If more than one of the items 1-9 listed in the scale of benefits are suffered in the same Accident, We pay for the item that gives the highest benefit. The maximum amount We pay in total during a Period of Insurance is \$50,000.

### Scale of Benefits

Physical Disability or Death by Injury	Compensation (% of Personal Accident Sum Insured)
1. Death	100%
Total and Permanent Loss of All Sight in:	
2. Both Eyes	100%
3. One Eye	50%
Loss by Physical Severance At or Above the Wrist or Ankle of:	
4. Both Hands	100%
5. One Hand	50%
6. Both Feet	100%
7. One Foot	50%
8. One Hand and One Foot	100%
Loss of Sight Together with Hand or Foot:	

9. Total and Permanent Loss of Sight in One Eye Together with Total Loss by Physical Severance of One Hand (At or Above the Wrist) or One Foot (At or Above the Ankle)	100%
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### 3. Drive Less Save More (DLSM)

We will reward You if Your mileage is low with a Rebate on Your Car insurance premium at the end of each month throughout the Policy period, provided You submit Your Mileage Data on monthly basis.

#### Terms and Conditions

This reward is only effective if You:

- (a) Have purchased this Policy through our Etiqa Tiq website;
- (b) opt in at the Policy purchase date;
- (c) submit Your Mileage Data as required; and
- (d) are covered under a Comprehensive cover only.

#### Use of Mileage Data

Mileage Data collection is done on monthly basis during the Period of Insurance. Mileage Data and its images and also the vehicle plate number images are uploaded by You into Our Platform. The Mileage Data is used to determine the mileage driven within the Period of Insurance to calculate the corresponding refund amount based on the Rebate Table.

#### Eligibility Criteria

This reward is offered if You fall under the following criteria:

- (a) Age of Insured: 25 – 80 years
- (b) Age of vehicle: 0 to 15 years
- (c) Car type: Private Car for private use

#### Rebate Computation

Annual Mileage driven during the Period of Insurance is the difference between Mileage Data captured at Policy inception and at each annual effective date up to Policy expiry. The total accumulated annual Mileage must not exceed 12,000 kilometres within the one (1) year coverage of Your Private Car Insurance plan.

The annual Mileage calculated is then applied to the Rebate Table to identify the corresponding Rebate percentage.

#### Confidentiality and Privacy

Mileage Data gathered from You will be strictly and solely used for the purpose of this benefit. The Mileage Data will be stored in a secure environment that cannot be accessed by unauthorized persons, and will not be sold, traded and exchanged to other parties.

### 4. 24-Hour Roadside Assistance

In the event that Your Car is unsafe to drive or is unable to be driven within the geographical area limits (as set out in this Policy under “When Are You Insured”), We will give You basic troubleshooting advice over the phone to try to get Your Car started. If Your situation requires a technician to assist with on-site troubleshooting in Singapore or West Malaysia, We can arrange for it at Your request and the cost of on-site troubleshooting shall be borne by You if there is no damage to Your Car due to Accident or theft.

If Your Car continues to remain unsafe to drive or unable to be driven even after the aforesaid advice and/or onsite troubleshooting and Your Car is in Singapore or West Malaysia, We can arrange for it to be towed to the nearest workshop of Your choice at Your request.

To access this service:

- (a) If You are in Singapore at the time assistance is required, kindly dial +65 6311 4128 and quote the vehicle registration number or Policy number; or
- (b) If You are in West Malaysia at the time assistance is required, kindly dial +603 22968600 and quote the vehicle registration number or Policy number.

## Optional Benefits

### 1. NCD Protector (applicable for 30% onwards)

If You are entitled to 30%, 40% or 50% NCD, in the event there is one (1) claim made against Your policy within the Period of Insurance, You will be allowed to retain Your NCD. If a second or more claims are made, the normal NCD rules will apply and Your entitlement will be reduced by 30% NCD on renewal with Us.

Current NCD	if 1 claim	if 2 claims	if 3 or more claims
30%	30%	0%	0%
40%	40%	10%	0%
50%	50%	20%	0%

Please note that:

- (a) in the event You decide to switch insurer, the protected NCD is not transferable to the new insurer; and
- (b) the NCD Protector does not waive Our rights to cancel or refuse to renew Your Policy at the end of the Period of Insurance.

### 2. Gap Cover (applicable for Comprehensive cover only)

In the event of total loss or constructive total loss of Your Car as covered under Section I of this Policy, if the Market Value at the time of loss of Your Car is below the Outstanding Car loan (at the time of loss) for the purchase of Your Car, We will pay for the difference between the Outstanding Car loan and the Market Value at the time of loss up to S\$80,000.

“Outstanding Car loan” refers to the outstanding loan amount owed by You to the finance company or hire purchase company for the purchase of Your Car as at the date of total loss of Your Car but excluding any loan interest or overdue interest, penalties or fines and/or any amounts due in arrears and payable by You before the total loss of Your Car. This is provided always that the total loss or constructive total loss of Your Car is not due to flood.

We will not pay under this benefit if the outstanding amount due to the lessor or hire purchase owner has already been discharged.

### 3. Etiqua Package (applicable for Comprehensive cover only)

#### (a) Protection and Removal After Damage or Loss

If Your Car cannot be driven due to the damage from the Accident or upon recovery after theft or due to breakdown of Your Car, We will pay the reasonable cost of protecting and removing/towing Your Car to the nearest repairer, delivery after repair and onsite assessment expenses up to S\$500 per policy year (an increase from S\$200) per policy year.

If Your Car cannot be driven as a result of accidental damage or recovered after theft occurring within West Malaysia, We will pay for towing expenses up to 300km from the site of the Car to either:

- (i) the nearest workshop in West Malaysia of Your choice at Your request. This service excludes the cost of parts used in the repairs; or
  - (ii) to Johor Bahru checkpoint customs,
- with a sublimit of up to S\$300 per policy year.

You can claim up to S\$500 per policy year for removing/towing within Singapore.

#### **(b) Courtesy Car Benefit**

We will arrange for a courtesy rental Car for Your use from an available fleet of vehicles provided by Mova Automotive Pte. Ltd. for the period of the repair of Your Car at Your preferred workshop if You have purchased a Comprehensive Any Workshop plan, or at any of Our Authorised Workshops up to a maximum of ten (10) days, if the period of repairs recommended by our appointed surveyor or loss adjuster exceeds four (4) days.

The make and model of the courtesy rental Car being provided will be determined by Us, subject to vehicle availability.

This benefit is not applicable for:

- (i) any accident repair not authorised by Our appointed surveyor or loss adjuster; or
- (ii) a Windscreen claim; or
- (iii) a total loss claim; or
- (iv) when the repairs of Your Car is delayed due to unavailability of replacement parts; or
- (v) any amount beyond the repair period recommended by Our appointed surveyor or loss adjuster even if the repairs take longer. If Your Car is repaired sooner than expected, We will only take into account for the number of days it actually took to repair Your Car.

#### **(c) Medical & Dental Expenses**

We pay the reasonable medical expenses and/or dental treatment expenses incurred by You, an Authorised Driver or a passenger in connection with a bodily injury and/or loss of or damage to natural teeth:

- (i) sustained as the direct and immediate result of an accident to Your Car during the period of insurance; and
- (ii) is caused by accidental, violent, external and visible means.

This benefit will be subject to a limit of S\$1,000 per accident, in respect of each injured person. We will not pay for:

Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment and the like, provided that this exclusion does not apply to reconstructive surgery if:

- (i) it is carried out to restore loss of function or change in appearance due to an injury or a condition sustained as a result of an Accident; and
- (ii) it is advised by a doctor to be medically necessary and done at a medically appropriate stage after the Accident.

Note: Section 1 under “Other Benefits” of this Policy will no longer be applicable. We will pay under this benefit instead. This benefit is only applicable provided that You have a claim which is paid or payable by Us according to the Policy.

#### **(d) Enhanced Personal Accident Benefits**

We pay the compensation for physical disability or death set out in the scale of benefits if You, an Authorised Driver or the passenger(s) suffer bodily injury that:

- (i) is the direct and immediate result of an Accident;
  - (a) involving Your Car; or
  - (b) when travelling in, or getting into or out of Your Car during the Period of Insurance; and

(ii) is caused by accidental, violent, external and visible means.

The physical disability or death must occur within three (3) calendar months of the Accident and be independent of any other cause (except associated medical or surgical treatment). It must not arise directly or indirectly out of intentional self-injury, suicide or attempted suicide, physical defect or infirmity. The Accident must not have happened while You were under the influence of intoxicating liquor or drugs. You must be between eighteen (18) and sixty-five (65) years of age at the time of the injury.

We pay the compensation to You or, in the event of death, to Your legal personal representative. Once We pay the benefit, We have no further liability to You or Your legal personal representative. If You hold more than one (1) motor policy with Us, compensation is payable under one (1) policy only. If the insured is a company, We pay these benefits only if an individual is named by endorsement in the Policy as being entitled to receive them.

If more than one of the items 1-9 listed in the scale of benefits are suffered in the same Accident, We pay for the item that gives the highest benefit.

### Scale of Benefits

Physical Disability or Death by Injury	Compensation (% of Personal Accident Sum Insured)
1. Death	100%
Total and Permanent Loss of All Sight in:	
2. Both Eyes	100%
3. One Eye	50%
Loss by Physical Severance At or Above the Wrist or Ankle of:	
4. Both Hands	100%
5. One Hand	50%
6. Both Feet	100%
7. One Foot	50%
8. One Hand and One Foot	100%
Loss of Sight Together with Hand or Foot:	
9. Total and Permanent Loss of Sight in One Eye Together with Total Loss by Physical Severance of One Hand (At or Above the Wrist) or One Foot (At or Above the Ankle)	100%

The maximum amount We pay in total during a Period of Insurance is S\$100,000 for You, S\$20,000 for an Authorised Driver and S\$10,000 per passenger multiplied by the legal seating capacity of Your Car. If the number of persons (including the driver) in Your Car at the time of occurrence exceeds the legal seating capacity of Your Car, We shall only be liable for a pro rata proportion of the compensation which otherwise would be payable.

Note: Section 2 under “Other Benefits” of this Policy will no longer be applicable. We will pay under this benefit instead. This benefit is only applicable provided that You have a claim which is paid or payable by Us according to the Policy.

**(e) Loss of Personal Effects**

If You or Your immediate family members lose any personal effects due to an Accident involving Your Car, or robbery by visible, forcible and/or violent entry into Your Car, during the Period of Insurance, We shall reimburse in cash the amount of the loss sustained, up to the limit of S\$500 per policy year if the loss occurs within Our geographical area limits (as set out in this Policy under

“When Are You Insured”).

It is Your responsibility to:

- (i) take all necessary steps to limit the loss or damage and to prevent further loss or damage;
- (ii) make a police report as soon as possible and provide this to Us during a claim submission; and
- (iii) give Us proof of purchase and/or ownership of the personal effects lost.

We shall not pay for loss and/or damage:

- (i) to jewelry, wrist watches, money and/or monetary instruments which shall include but is not limited to cash, cash cards, coins, cheques, postal orders, bankers’ drafts, travellers’ cheques, deeds, bonds, saving and postage stamps, gift tokens, vouchers or trading stamps and the like;
- (ii) to documents or negotiable instruments of any kind which shall include but is not limited to passports, airline tickets, letters of credit and the like;
- (iii) to goods or samples connected to any business or trade;
- (iv) as a result of normal wear and tear, depreciation, mechanical, electrical or electronic breakdowns, failures or breakages, corrosion or deterioration due to atmospheric conditions, inherent vices, rusting, oxidation, decolourisation, any process of cleaning, restoring, alterations, maintenance, repairing or otherwise, or scratching of painted or polished surfaces;
- (v) to Car Accessories as defined;
- (vi) caused by You or Your immediate family member’s willful act or negligence.

This benefit is only applicable provided that You have a claim which is paid or payable by Us under Section I of the Policy.

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## When You Are Insured

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### 1. Geographical Area

Your Policy provides cover:

- (a) in the Republic of Singapore, West Malaysia and Thailand (but only within 80km of the border of West Malaysia)
- (b) for transit by sea, only during direct sea route across
  - (i) the straits between Penang and the mainland of West Malaysia;
  - (ii) the straits between Changi Point, Singapore and Tanjong Belungkor, Johor.

### 2. Limitations as to Use

As described in the Certificate of Insurance.

Your Policy covers You when Your Car is being used in connection with its repairs and servicing.

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## When You Are Not Insured

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You are not insured under any part of this Policy:

- (a) if Your Car is being driven by
  - (i) You when You have declared yourself as a non-driving Insured. A non-driving Insured is not an Authorised Driver
  - (ii) a person who is not an Authorised Driver
  - (iii) a person who does not have a driver’s licence when required by law to have one
  - (iv) a person who is under suspension or disqualification from driving
  - (v) a person who is under the influence of intoxicating liquor drinks or drugs

- (b) if Your Car is being used
  - (i) for any use other than the uses shown on the certificate of insurance or Policy
  - (ii) or driven when it is not registered under the Road Traffic Act 1961 (and subsequent amendments) or when its registration under the Road Traffic Act 1961 (and subsequent amendments) has been cancelled.
- (c) if any Accident, loss, damage, death, injury or legal liability arises directly or indirectly out of:
  - (i) any change in the nature of the risk which We have not agreed in writing to cover
  - (ii) war or other acts of foreign enemy (whether war is declared or not) or revolution
  - (iii) strike, riot or civil commotion
  - (iv) flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature
  - (v) actual or attempted confiscation, seizure or detention by any lawful authority
  - (vi) radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission
  - (vii) any wilful or negligent act of You or Your Authorised Driver
- (d) if You have taken on a liability by agreement which would not have been imposed if the agreement had not been made.
- (e) if Your Car, its Accessories (declared and/or undeclared) or spare parts was/were procured through fraudulent or illegal means.
- (f) Any modification(s), accessories or spare parts which are not originally factory fitted must be declared to Etiqa Insurance Pte Ltd for underwriting purposes and must be approved by LTA. Our Policy only covers for the original factory fitted accessories and spare parts of the car.

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## Claim Conditions

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### 1. What You Must Do

- (a) If Your Car is involved in an Accident, regardless of the severity and whether the Accident would lead to a claim being made against Us, You must call any of Our Authorised Workshops and report the Accident within 24 hours of the Accident or by the next working day (excluding Saturdays, Sundays and Public Holidays).
- (b) If Your Car is stolen, or is involved in a criminal act, You must give Us and to the police immediate notice of the event and co-operate with Us in taking action against the person involved in such theft or criminal act.
- (c) If You receive any letter, claim, court document, police summons or any form of communication related to an Accident involving Your Car, You must immediately inform Us before You respond.
- (d) You must give Us any information and help that We may need in handling a claim. This may include attending court to give evidence.
- (e) If You are making a claim on Us for damage to Your Car, You must write to Us within fourteen (14) days of the event or within fourteen (14) days of when You would reasonably be expected to know of the event.

These conditions as a whole are very important and if You do not abide by them after an occurrence of an Accident, theft or involvement in a criminal act as set out above, the following consequences will result:

- (a) We shall not pay for any damage to Your Car or pay anyone who claims against You for losses caused to them for that particular occurrence; and
- (b) You shall lose all or part of Your NCD as set out below:

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

“Accident NCD” - Means the % of NCD You are entitled to or is deducted from Your entitlement because of claims made by or against You from accidents Your Car 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.

## 2. What You Must Not Do

When there may be a claim against Us, You must not, without Our written consent:

- (a) leave Your Car unattended without taking proper precautions to prevent further loss or damage in the event of an Accident
- (b) drive Your Car after it is damaged before necessary repairs have been carried out (We will not be liable for any further damage if You do)
- (c) carry out repairs to Your own Car beyond the Authorised Repair Limit or dispose of any damaged property until We have had the opportunity to inspect it
- (d) admit liability to anyone else
- (e) negotiate, pay or settle a claim with anyone else.

## 3. What We May Do

If an event happens that causes loss, damage or injury, We may:

- (a) adjust Your claim before repairing Your Car, if the repair costs is more than S\$300;
- (b) consider Your claim even if You do not send Your Car to the reporting centre at Our Authorised Workshop as required, if You:
  - (i) send Your Car to the reporting centre at Our Authorised Workshop for inspection and report the Accident as soon as possible before it is repaired elsewhere; and
  - (ii) write to give Us the reason for not reporting and/or sending Your Car to the reporting centre at Our Authorised Workshop as required
- (c) represent You at any inquest or official inquiry.

If We pay Your claim, We have the right to take legal action in Your name against any person responsible for the loss, damage or injury. We take this action at Our own expense. You must not do anything which limits Our rights to do so.

We are not obliged to continue to conduct the defence or settlement of a claim against You by another person for damage to his property once We have paid up to the limit of liability shown on the Policy.

## 4. Other Insurance

If You make a valid claim for damage or loss, We are liable to contribute only a pro rata amount if You have other insurance covering the same damage or loss. This Policy does not provide cover for other persons if they have cover under any other insurance Policy.

## 5. Payment To Legal Owners

In a claim made by You under this Policy for loss of or damage to Your Car and if We settle in cash, We may pay the legal owner directly if:

- (a) Your Car is owned by someone else (for example, under a hire purchase or leasing agreement or a personal loan); and
- (b) the legal owner is named in the Policy.

## 6. What Can Affect Your Entitlement

If You do not comply with any condition of Your Policy, it may affect Your right to claim under the Policy.

### No Claims Discount (NCD)

#### (a) Discount Premium

The premium discount you will be entitled to for the next period of insurance if no claim has occurred is as follows:

No Claims for:	No Claims Discount
One (1) year	10%
Two (2) consecutive years	20%
Three (3) consecutive years	30%
Four (4) consecutive years	40%
Five (5) or more consecutive	50%

#### (b) Reduction In NCD

Your NCD for the next Period of Insurance will be reduced if one (1) or more claims have occurred during a Period of Insurance:

#### NCD After a Claim Occurs

Current NCD	If 1 claim is made (New NCD)	If 2 or more claims are made (New NCD)
50%	20%	0%
40%	10%	0%
10% - 30%	0%	0%

If more than one (1) Car is shown as Insured in the Policy Schedule and a claim has been made for one of them, then Your current NCD is reduced only for that Car. The NCD for the other Car(s) is(are) not affected.

Your NCD is not affected by any notice or information You give or are required to give to Us unless You make a claim on the policy.

#### (c) Transfer Of Interest

If You transfer Your interest in this Policy to another person, We do not transfer Your NCD to that person.

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## Endorsement Applicable If Specified in the Schedule

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### **Endorsement No. MGE – Geographical Excess for Stolen Vehicle**

An additional excess of S\$2,000 on Section I will be imposed on top of the policy excess if vehicle is stolen whilst driven outside of Singapore.

### **Endorsement No. M1P – Excess All Claims**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Insured in respect of each and every event shall be responsible for the first amount stated under “excess” in the Schedule of the Policy (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 Us in the exercise of Our discretion.

If the expenditure incurred by Us shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to Us 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 (1) motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

Subject otherwise to the terms of this Policy.

### **Endorsement No. M2(A)P – Excess – Own Damage Claims**

It is hereby declared 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 first amount stated under “excess” in the Schedule of the Policy (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder.

If the expenditure incurred by Us shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the insured to Us 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 Your Car. Subject otherwise to the terms of this Policy.

### **Endorsement No. M2U – Unnamed Driver Excess (Applicable if there is a claim under Section I of this Policy)**

In addition to the excess amount specified in the Policy Schedule, an additional excess of S\$1,000 shall apply for Unnamed Driver(s) when, at the time of an accident, the Motor Vehicle is driven by or in the charge of any person other than the Named Drivers listed in the Policy Schedule.

This additional excess applies only to Unnamed Driver(s) who are aged twenty-seven (27) years or older, and seventy-five (75) years or younger, or who have a minimum of two (2) years of driving experience in Singapore.

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

Subject otherwise to the terms of this Policy.

### **Endorsement No. M15 – Hire Purchase**

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 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) 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 Us 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 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 this 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 by Us.

Subject otherwise to the terms of this Policy.

### **Endorsement No. M35 – Replacement Parts (Use and Wording Optional)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy that in the event of loss or damage to the motor vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the motor vehicle is held for repair or in the event of the company exercising the option to pay in cash the amount of the loss or damage the liability of the company in respect of any such part shall be limited to:

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

And

- (b) the reasonable cost of fitting such part. Subject otherwise to the terms of this Policy.

### **Endorsement No. M89P – Breakage of Glass in Windscreen or Window**

If Your Car's Windscreen is cracked, chipped or broken because of an Accident, and there is no other damage to Your Car, We will pay the cost to replace or repair the damaged Windscreen under this benefit.

You will need to pay an excess of S\$100 if Your Car's Windscreen is being replaced. You do not have to pay any excess, if the Windscreen is being repaired. This claim shall not affect your NCD.

Repairs for scratches are not covered by this benefit, nor are any solar/security films.

Subject otherwise to the terms of this Policy.

### **Endorsement No. MDP – Young, Elderly And/Or Inexperienced Driver (YEID) Excess (Applicable if there is a claim under Section I of this Policy)**

In addition to the excess amount specified in the Policy Schedule, an additional excess of S\$4,000 shall apply for the YEID Unnamed Driver(s) when, at the time of an accident, the Motor Vehicle is driven by or in the charge of any person other than the Named Drivers listed in the Policy Schedule.

YEID Unnamed Driver(s) is defined as Unnamed Driver(s):

- (a) who is below twenty-seven (27) years old;
- (b) who is above seventy-five (75) years old; and/or
- (c) who has held a full driving license for less than two (2) years.

This Endorsement is not applicable if the loss or damage to Your Car is caused by fire, external explosion, lightning or theft.

In the event of any payment made by Us, We reserve the right to claim from You any excess that ought to have been borne by You under this Endorsement.

#### **Endorsement No. MAP – Learner-Drivers Clause**

Notwithstanding anything contained in the named drivers clause, it is understood and agreed that unless prior consent from Us is obtained in writing, learner-drivers are not covered by this Policy; and We shall not be on risk whilst the vehicle insured is being driven by or is for the purpose of being driven in charge of a learner-driver.

#### **Endorsement No. MSF – Sunroof / Moonroof Cover**

In consideration of an additional premium, this Policy is deemed to extend to any claim by the insured for the cost of reinstating the sunroof / moonroof of Your Car following damage of such roof (provided there is no further damage to Your Car) up to an amount not exceeding S\$2,000. This claim shall not affect your NCD.

Provided that following the settlement of a claim, the benefit under this extension shall terminate unless it is reinstated and a further additional premium is paid.

Subject otherwise to the terms of this Policy.

#### **Endorsement No. MSP – Inclusion of Special Perils**

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

“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 Section (c)(iv) under “When You Are Not Insured?” of this Policy are deemed to be deleted.

#### **Endorsement No. SLF – Solar Film**

In consideration of an additional premium, this Policy is deemed to extend to any claim by the insured for the cost of reinstating the solar film of Your Car following damage of such solar film (provided there is no further damage to Your Car) up to an amount not exceeding S\$1,000. This claim shall not affect your NCD.

Provided that following the settlement of a claim, the benefit under this extension shall terminate unless it is reinstated and a further additional premium is paid.

Subject otherwise to the terms of this Policy.

#### **Endorsement No. SRC – Strike, Riot and Civil Commotion**

It is hereby understood and agreed that this Policy is extended to cover any accident, loss, damage or liability directly caused by:

- (a) 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,

or

- (b) 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.

In the event of any claim under this Policy, 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 We shall not be liable to make any payment in respect of such a claim.

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## Authorised Workshop Scheme (Exclusive Benefits)

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### 1. Authorised Workshops Scheme

In the event Your Car is involved in an Accident and gives rise to a claim, Your Car must be brought to an Etiqa authorised workshop selected and approved by Us for repairs. Failure to do so, We reserve the right to decline liability under Section I of the Policy.

For a list of Our Authorised Workshops, please refer to the link below:

<https://www.etiqa.com.sg/useful-information/authorised-motor-workshops/>

### 2. Reduction of Excess for Authorised Workshops

If Your Policy is under Comprehensive Any Workshop plan as set out in the Schedule, the excess shall be reduced by S\$500, provided that Your Car is repaired at Our Authorised Workshop.

For a list of Our Authorised Workshops, please refer to the link below:

<https://www.etiqa.com.sg/useful-information/authorised-motor-workshops/>

### 3. Loss of Use Benefit

We will pay You a daily transport allowance of S\$50 up to a maximum of five (5) days, if the period of repairs recommended by our appointed surveyor or loss adjuster exceeds three (3) days.

We will not pay for:

- (a) any transport allowance for any accident repair not authorised by Our appointed surveyor or loss adjuster; or
- (b) a Windscreen claim; or
- (c) a total loss claim; or
- (d) when the repairs of Your Car is delayed due to unavailability of replacement parts; or
- (e) any amount beyond the repair period recommended by Our appointed surveyor or loss adjuster even if the repairs take longer. If Your Car is repaired sooner than expected, We will only pay You for the number of days it actually took to repair Your Car.

The total amount payable under this benefit shall not exceed S\$250 in respect of any one (1) Accident and will only be paid to You after We have finally settled Your repair bill with the Authorised Workshop.

*In the event that the Etiqa Package is added to Your plan, this benefit shall cease to be applicable, and the Courtesy Car Benefit shall be applicable in its place.*

### 4. Nine (9) Months Warranty For Repairs

You will be granted a nine (9) months warranty of the repairs carried out on Your vehicle, only if it is repaired at any of Our Authorised Workshops. The nine (9) months warranty commences from the time that You take possession of the Car after completion of repairs. This warranty is only applicable provided that You have a claim which is paid or payable by Us under Section I of this Policy.

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## General Conditions (Applicable to the Whole Policy)

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### 1. Meaning of Words

The Policy, Schedule, Endorsement and certificate of insurance should be read together as one contract. Any word or expression which has a specific meaning has the same meaning whenever that word or expression is used in the Policy, Schedule, Endorsement or certificate of insurance.

### 2. Agreement Between You and Us

Your insurance cover is a legal contract between You and Us. We agree to give You the insurance set out on the Policy for the premium paid by You.

The proposal form and any other information which You give Us to obtain the insurance are relied on by Us in deciding whether or not to insure You.

The insurance is only for the cover for which You have a certificate of insurance and only for the Period of Insurance indicated on the certificate. It is subject to the conditions contained in the Policy and certificate of insurance.

If two (2) or more persons are named as the Insured on the Policy, each of them is responsible both individually and together for:

- (a) the completeness and accuracy of information in all proposal forms, statements, claims or documents given by any one of them to Us; and
- (b) compliance with the conditions of the Policy.

### 3. Duty of Disclosure

The law requires You to tell Us everything You know (or could reasonably be expected to know) that is relevant to Our decision to give You insurance and on what terms. You must tell Us these things before We cover You and every time You renew a Policy.

You must tell Us immediately if any of the information You have given Us changes. If You do not

give Us all relevant information or if You mislead Us, We may:

- (a) refuse to pay a claim or part of it; and/or
- (b) cancel the Policy.

### 4. Duty of Care

You must:

- (a) keep Your Car, its accessories and spare parts in good condition and take reasonable care to safeguard them from loss or damage;
- (b) allow Us access to examine Your Car or interview any person or employee You permit to drive it;
- (c) comply with all the conditions set out in Your Policy and certificate of insurance;
- (d) comply with any relevant laws in the region where You are driving;
- (e) comply promptly with requirements of public authorities;
- (f) tell us immediately:
  - (i) if there is any material change in the Car or in the nature of the risk
  - (ii) if You no longer have an interest in the Car
  - (iii) if You take out any other insurance which covers the Car or liability against similar risks;
- (g) make sure that any person You allow to drive or be in charge of Your Car understands Your duties under the Policy and complies with its conditions as far as they apply to him.

## 5. Cancellation of Policy

### (a) Cancellation by You

You can cancel a Policy at any time by giving Us seven (7) days' notice in writing.

If You cancel, We refund 80% of the pro-rata premium for the unexpired period.

If You cancel the Policy before the inception date, an administrative fee of S\$25 (before GST) will be charged and we will refund you the remaining premium paid.

However, You will not receive any refund if:

- Your premium is less than S\$25 (before GST);
- any claim has been made or has arisen under this Policy (including claim for Windscreen);
- we have paid one or more claims under or in connection with current period of this Policy;

### (b) Cancellation by Us

We may cancel a Policy at any time by giving You seven (7) days' notice.

We refund the premium less an amount to cover the period for which You were insured.

If someone else is the legal owner of Your Car and You have told Us of their names and their contact details, We will advise them when We cancel the Policy.

If You owe any premium, You must pay it promptly to Us.

## 6. Transfer of Interest

You must not transfer or assign Your interest in the Policy to another person without first obtaining Our written consent.

If anyone else has an interest in Your Policy (for example, the legal owner of Your Car through a hire purchase or leasing agreement or employer's loan), We are bound to extend the insurance to them only after You have advised Us in writing about their interests and We have agreed in writing to enter their names and interest on Your Policy.

Our entering their names on the Policy or paying any claim to them does not make You an agent or trustee for them or that You have assigned/transferred Your rights and interests to them.

## 7. Alteration to Policy

You may ask Us to change terms on Your Policy. The change or addition takes place only when We confirm it in writing to You or endorse it on Your Policy or certificate of insurance, and You pay any additional premium that We require.

## 8. Other Insurance

If You have other insurance covering the same damage or loss, We are not liable to pay or contribute to any sum even if You make a valid claim for the damage or loss.

## 9. Governing Laws and Right of Recovery

This Policy is governed by the laws of Singapore. You must repay Us, if We are not liable under this Policy but are obliged to pay an amount under the following Acts or agreements:

- (a) the Motor Vehicles (Third-Party Risks and Compensation) Act 1960 of the Republic of Singapore; or
- (b) the Road Transport Act 1987 of Malaysia; or

- (c) the agreement between the Minister for Finance (Singapore) and the Motor Insurers' Bureau of Singapore dated 22nd February 1975; or
- (d) the agreement between the Minister of Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 30th March 1992; or
- (e) any subsequent revisions to the above Acts and agreements.

#### **10. Rights Of Third Parties**

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

#### **11. Prohibited Person Limitation and Exclusion**

If You are or any relevant person is found to be a Prohibited Person:

- (a) We are entitled not to accept the application for insurance; and
- (b) If any policy is issued, We are entitled to end/terminate the policy, not pay any benefit or not allow any transaction to be carried out under the policy. We will not refund any unutilised premium when the policy is ended/terminated.

You will need to inform us immediately if there is any change in Your or any relevant person's identity, status or identity documents.

Our decision in respect of this exclusion will be final.

#### **12. Rejection / Forfeiture of Your Claim**

If We reject Your claim and You do not refer it to FiDREC or arbitration within twelve (12) calendar months from the date of Our rejection, then the claim shall be taken to have been given up by You and shall not be recoverable under this Policy.

#### **13. IT Clarification Clause**

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:

- (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.

#### **14. 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 underwriters 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.

## 15. Condition Precedent

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 named 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 named insured has fully paid all outstanding premium for time on risk calculated by the previous insured 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 Us before cover incept.

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### Payment Before Cover Warranty (Applicable to Individual Policyholders Only)

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1. The premium due must be paid to Us (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date of the coverage. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:
  - (a) Cash for the premium is handed over to Us 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 Us 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 Us (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 Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

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### Premium Payment Warranty (Applicable to Corporate Policyholders Only)

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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 Us (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 Us (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
  - (b) immediately after the expiry of the said sixty (60)-day period
  - (c) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60)-day period; and
  - (d) We shall be entitled to a pro rata time on risk premium subject to a minimum of S\$25 (before 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 Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

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## Dispute Resolution

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Subject to General Condition 12, 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, subject to General Condition 12, 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. The seat of the arbitration shall be Singapore and the language of the arbitration shall be in English.

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## Personal Data Use

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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.

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## Policy Owner’s Protection Scheme

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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](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).