

Commercial Vehicle Policy

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 Witnesses:

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

Section I - Loss Or Damage

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon
 - (a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
 - (b) by fire external explosion, self-ignition or lightning or burglary housebreaking or theft
 - (c) by malicious act
 - (d) whilst in transit (including the processes of loading and unloading incidental to such transit) by
 - (i) road rail, inland waterway, lift or elevator
 - (ii) direct sea route across the straits between the island of Penang and the mainland or across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johore.
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 Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.
3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability 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.
4. The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:-
 - (a) the estimated cost of such repair does not exceed the Authorised Repair Limit.
 - (b) a detailed estimate of the cost is forwarded to the Company without delay.

Exceptions To Section I

The Company shall not be liable to pay for

- (i) consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages.
- (ii) damage caused by overloading or strain.
- (iii) damage caused by explosion of any boiler forming part of, attached to or on the Motor Vehicle.
- (iv) damage to tyres unless the Motor Vehicle is damaged at the same time.

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 Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
 - (a) death of or bodily injury to any person
 - (b) damage to property
2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver
 - (i) shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy insofar as they can apply

- (ii) 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 an 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.

Exceptions To Section II

The Company shall not be liable in respect of

- (i) death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
- (ii) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
- (iii) 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 Motor Vehicle
- (iv) damage to any bridge, weighbridge or viaduct or to any road or anything beneath by the vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle
- (v) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven
- (vi) damage to property caused by or arising out of the explosion of a boiler forming part of, attached to or on the Motor Vehicle
- (vii) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation
- (viii) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia or the Republic of Singapore
- (ix) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore.

Section III - Towing Disabled Vehicles

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

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

No Claim Discount

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

| 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 Transferer shall not accrue to the benefit of the Transferee.

If more than one motor vehicle is described in the Schedule the No Claim Discounts shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

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

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 15th January, 1968 or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 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 of 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 Motor Vehicle is
 - (i) being used otherwise than in accordance with the Limitations as to Use
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver
 - (iii) being driven by any person whether it be the Insured himself or any person on his order or with his permission, whilst under the influence of intoxicating liquor or drugs to such extent as to be incapable of having proper control of the vehicle as defined in the Road Traffic Act (and subsequent amendments).
 - (iv) being used or driven when it is not registered under the Road Traffic Act (and subsequent amendments) or when its registration under the Road Traffic Act (and subsequent amendments) 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.

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 its entirety.

Limits of Liability

| | |
|--|--------------|
| Limit of the amount of the Company's liability under Section I-3 | S\$200/- |
| 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 |
| 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 : S\$200/-

Geographical Area

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

Legislation

Road Traffic Ordinance 1958 (Federation of Malaya) Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 88 of the Revised Edition) (Republic of Singapore) (the reference to Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Section 78, 79 and 80 of the Federation of Malaya Ordinance and Section 6, 7 and 8 of the Singapore Act.)

Authorised Driver : Refer to Schedule attached

Limitations as to Use : Refer to Schedule attached

| |
|-------------------|
| Conditions |
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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 Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs and effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.
4. Notification of Accident
 - a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 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 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 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.

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 take over and conduct in the name of the Insured or such person the defence or settlement of any claims;
 - to 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:-
 - providing all such information and assistance as the Company may require;
 - allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an

- indemnity under this policy for the damage to the Motor Vehicle Insured.
- b) In case damage to the Motor Vehicle insured is indemnifiable by this policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds S\$200 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 ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under 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 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.

Warranties / Clauses Attaching To And Forming Part Of This Policy:-

Contracts (Rights Of Third Parties) Act 2001

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.

Disputes Resolution (Applicable Only To Individual Policyholder)

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.

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.

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 Assured.

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

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 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 60 days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
 - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. If the period of insurance is less than 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

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

- (a) for the risk insured, the named 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 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 named insured to the Company before cover incepts.

Governing Laws

This policy is governed by the laws of Singapore. You and we agree to submit to the exclusive jurisdiction of the courts 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 (Cap 189) 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 22 February 1975; or
- (d) the agreement between the Minister of Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968; or
- (e) any subsequent revisions to the above Acts and Agreements

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 websites (www.gia.org.sg or www.sdic.org.sg).

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.

The Following Endorsements / Clauses Apply Only When Specified In The Schedule :

ENDORSEMENT NO. M₁- EXCESS ALL CLAIMS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I and II of 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 the Company in the exercise of its discretion under Condition 5 of this Policy.

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

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

Subject otherwise to the terms of this Policy.

ENDORSEMENT NO. M₂(a) - EXCESS - OWN DAMAGE CLAIMS

It is hereby declared and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the first amount 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 the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

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

Subject otherwise to the terms of this Policy.

ENDORSEMENT NO. MGE - GEOGRAPHICAL EXCESS FOR STOLEN VEHICLE

An additional excess of \$2,000.00 on Section 1 will be imposed on top of the policy excess if vehicle is stolen whilst driven outside of Singapore.

ENDORSEMENT M₃(p) (COMMERCIAL VEHICLE) - THIRD PARTY ONLY

It is hereby understood and agreed that Section I (and its Exceptions), III and IV of this Policy are deemed to be cancelled.

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

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

Subject otherwise to the terms of this Policy.

ENDORSEMENT NO. M₃(q) (COMMERCIAL VEHICLE) - THIRD PARTY-FIRE AND THEFT

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

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) under Section I of this Policy shall be made to the owners as long as they are owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured 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 of the Company.

Subject otherwise to the terms of this Policy.

ENDORSEMENT NO. 15(a) - EMPLOYERS' LOAN

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

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

ENDORSEMENT NO. M18 - FLEET RATED RISKS-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.

ENDORSEMENT NO. MA - LEARNER-DRIVERS CLAUSE

Notwithstanding anything contained in the Named Drivers Clause, it is understood and agreed that unless prior consent of the Company is obtained in writing learner-drivers are not covered by this Policy; and the Company 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. 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 under Section 1-2 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. M72 - LEGAL LIABILITY OF PASSENGERS FOR ACTS OF NEGLIGENCE

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

Provided that the Passenger

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

EXCEPTIONS

The Company shall not be liable in respect of

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

ENDORSEMENT M89 - BREAKAGE OF GLASS IN WINDSCREEN OR WINDOW

In consideration of an additional premium the indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage

of such glass (provided there is no further damage to the Motor Vehicle) up to an amount not exceeding (the amount shown in the Schedule of the Policy) and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause.

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

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

Subject otherwise to the terms of this Policy.

ENDORSEMENT NO. M93 - TRANSIT RISK

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary under Section I of the Policy, the Company shall not be liable whilst the Motor Vehicle is in transit (including loading and unloading) between:-

- (a) Singapore and her offshore islands.
- (b) West Malaysia and her offshore islands other than Penang.

ENDORSEMENT NO. M94 - LEGAL STATUS UPON THE DEATH OF THE INSURED

In the event of the death of the Insured, this policy covers:

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

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

ENDORSEMENT NO. MD1 - YOUNG &/OR INEXPERIENCED DRIVER'S

It is hereby declared and agreed that in the event of an occurrence to the insured vehicle resulting in a valid claim, the authorised driver of the vehicle is:

- (a) under the age 27 and/or who has held a full driving licence for less than 2 years, or who is above the age of 75, an additional excess of S\$4,000 (Section I only) will be imposed on top of the policy excess

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.