

Third Party (Personal Liability) Insurance Policy

Whereas the insured described in the schedule hereto has made to Etiqa Insurance Pte. Ltd. (hereinafter called “the company”) a written proposal which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein for the insurance hereinafter contained.

Now this policy witnesseth that in consideration of the insured having paid or agreed to pay to the company the premium shown in the schedule the company will subject to the terms exceptions and conditions contained herein and endorsed hereon and provided the insured duly observes such conditions and performs his obligations thereunder such conditions being so far as the nature of them respectively will permit precedent to the right of the insured to recover hereunder indemnify the insured against all sums for which the insured shall become legally liable to pay as compensation for

(a) Accidental death of or bodily injury to any person

(b) Accidental damage to property

caused by the personal negligence of the insured, spouse and dependent children and happening during the period of indemnity.

Provided that the liability of the company for all claims for compensation paid or payable to any claimant or any number of claimants in respect of or arising out of any one accident or series of accidents due to or arising out of any one event or occurrence shall not exceed the limit of indemnity.

The company will in addition where any claim is contested by or with the written consent of the company pay all costs recovered by any claimant against the insured. The company will further pay the costs incurred with its written consent in connection with the defence of such claim.

In the event of the death of any of the insured the company will in respect of the liability incurred by the insured indemnify the insured’s personal representatives in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the insured observe fulfil and be subject to the terms provisions and conditions of the policy so far as they can apply.

Exceptions

The company shall not be liable for: -

- (1) Death of or bodily injury to any person under a contract of service or apprenticeship with the insured arising out of and in the course of such service or apprenticeship
- (2)
 - (a) Damage to property belonging to or under the charge or control of the insured or persons in the service of the insured
 - (b) Damage to that part of any property on which the insured or persons in the service of the insured are or have been operating
- (3) Death or bodily injury or damage to property arising out of or incidental to the business trade or profession of any of the insured
- (4) Death or bodily injury or damage to property occurring in on or about any premises owned and / or occupied by the insured
- (5) Death or bodily injury or damage to property caused by or arising out of the

ownership possession use other than as a passenger	}	of any	{	mechanically propelled vehicle which is required to be licensed for road use horse drawn vehicle aircraft sailing or mechanically propelled vessel other than models
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- (6) Liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement
- (7) Death or bodily injury or damage to property arising outside Singapore
- (8) Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

The policy, schedule and conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or of the schedule or of the conditions shall bear the same meaning wherever it may appear.

Conditions

- (1) The insured shall give immediate notice to the head office or any branch office of the company of any accident or notification of claim and shall furnish to the company such other particulars and information as the company may require and shall notify or forward to the company immediately on receipt every letter writ summons and process and shall notify the company in writing of any impending prosecution inquest or fatal inquiry in connection with any accident for which there may be liability under this policy.
- (2) The insured shall not except at his own expense pay or agree to pay any money or make any admission of liability or repudiate or settle any claim without the previous written consent of the company but the company may if it so desires take over and conduct in the name of any of the insured the defence or settlement of any claim or prosecute in the name of any of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information as the company may require. The company may prior to or in the course of such proceedings or settlement in connection with any claim or series of claims pay to the insured the limit of indemnity (after deducting therefrom any sum or sums already paid as compensation) or any less amount for which such claim or claims may be settled and thereupon the company shall relinquish the conduct and control of and shall be under no further liability in connection with such claim or claims except for costs and expenses of litigation incurred prior to the date of such payment.
- (3) If at the time any claim is made under this policy there is any other existing Insurance effected by or on behalf of any of the insured covering the same risk the company shall not be liable to contribute more than its rateable proportion of any payment in respect of such claim.
- (4) The company may cancel this policy by sending seven days' notice by registered letter to the insured at their last known address and in such event the insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of indemnity.
- (5) The insured shall give the company immediate notice of any alteration which materially affects the risks covered by this policy.
- (6) If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the company.

Policy Owners' Protection Scheme

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

Important Notice

It is our duty to remind you that you must disclose to us, fully and faithfully, all the facts you know or ought to know, otherwise you may not receive any benefit from this policy.