



# COMMERCIAL VEHICLE POLICY

## IMPORTANT NOTICE

Please examine your Policy carefully and make sure the coverage is according to your requirement. Should you have any queries or find any error in the Policy, please contact our Company immediately.

### SUMMARY OF 3 TYPES OF INSURANCE COVER AVAILABLE

The insurance cover applicable shall depend on the type you purchased and as stated in the Policy Schedule attached. Please refer to the actual policy terms and conditions in the document attached for full detail.

Coverage Provided	Types of Cover		
	Comprehensive	Third Party, Fire & Theft	Third Party Only
<b>Vehicle and its standard accessories and spare parts</b>			
a) Loss or damage by accidental collision or overturning	✓		
b) Loss or damage by fire or theft	✓	✓	
<b>Cost of towing to repairers or place of safety following accident</b>	✓	✓	
<b>Your legal liability</b>			
a) Death or bodily injury to other people	✓	✓	✓
b) Loss or damage to property of other people	✓	✓	✓
c) Your legal costs and expenses	✓	✓	✓
<b>Policy excesses applicable for each and every accident</b>			
a) Policy Excess (as per Policy Schedule)	✓	✓	✓
Additional Excess for			
i) Unnamed Drivers (SGD1,500)	✓	✓	✓
ii) Young, Elderly or Inexperienced Drivers (SGD3,000)	✓	✓	✓
b) Glass of windscreen or window (SGD100)	✓		
Above excesses are applicable unless otherwise specified in Certificate of Insurance or Policy Schedule.			

## POLICY TERMS AND CONDITIONS

### DEFINITIONS

Company	Shall mean Tokio Marine Insurance Singapore Ltd.
Insured	Shall mean the person or corporation named as the Insured in the Policy Schedule.
Policy	Shall mean this document, the Policy Schedule, Certificate of Insurance and any endorsements.
Authorised Driver	Shall mean any person driving the vehicle on the Insured's order or with the Insured's permission but only if the person has a valid license to drive in Singapore and is not under suspension or disqualification from driving.
Named Driver	Shall mean an authorized driver who is an employee of the Insured.
Unnamed Driver	Shall mean an authorized driver who is not an employee of the Insured.
Excess	Shall mean the amount shown in the Policy Schedule for which the Insured shall bear in respect of each and every accident. Unnamed Driver(s) will have to pay an additional excess as shown in the Policy.
Approved Workshops	Shall mean the list of workshops as indicated on the Certificate of Insurance.
Accessories	Shall mean all audio, video and other standard equipment fitted into the car by the manufacturer or distributor at the time the vehicle was originally bought. These standard fittings are covered under the Policy and are subject to a maximum total limit of S\$1,500. Any subsequent addition, unless declared and endorsed under this Policy, will not be insured.
Market Value	Shall mean the cost of replacing the insured vehicle with a vehicle of the same make and model similar in condition, specification, and age of the vehicle immediately prior to the accident.

### OPERATIVE CLAUSE

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 **Tokio Marine Insurance Singapore Ltd.** (hereinafter called the Company) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured as hereinafter provided.

### SECTION I - LOSS OR DAMAGE

#### 1. Loss or Damage

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its standard 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 mainland
  - (iii) direct sea route across the straits between Changi Point, Singapore and Tanjong Belungkor, Johor.

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 factory fitted standard accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's Estimated Market Value stated in the Schedule (if stated).

## 2. Replacement Parts

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.

## 3. Protection and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability of SGD200 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. Authority to Repair

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

- (a) the estimated cost of such repair does not exceed the Authorised Repair Limit of SGD200
- (b) a detailed estimate of the cost is forwarded to the Company without delay.

## 5. Cover for Glass of Windscreen and Window

If the Insured is under a Comprehensive cover, the Company will pay for the breakage of glass of windscreen or window, provided there is no other damage to the Motor Vehicle.

Provided always that:

- (a) the Insured notify the Company prior to any repair or replacement of the glass
- (b) the repair or replacement of the glass must be carried out at the Company's Approved Workshop even if:
  - i) the Motor Vehicle is under manufacturer's warranty.
  - ii) the Motor Vehicle is insured under Other Workshop Plan.

In the event the Insured chooses not to use the Company's Approved Workshop to repair or replace the glass, the Company shall only be liable up to a maximum of SGD500 less the applicable excess and GST.

Under this extension, the Insured shall be responsible for the amount specified in the Policy Schedule under the heading "Excess Applicable" and its GST for the replacement of glass in windscreen or window. The Insured do not need to pay for the excess if the glass is repaired.

A claim under this extension shall not affect the Insured's No Claim Discount entitlement.

## 6. Hire Purchase Agreement

If to the knowledge of the Company the Motor Vehicle is the subject of a Hire Purchase Agreement any payment in cash including payment in-lieu-of-repair shall be made to the Hire Purchase Owner(s) described in the Schedule of the Policy whose receipt shall be full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be constructed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy, it being 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.

## 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 or attached to or on the Motor Vehicle
- (iv) damage to tyres unless the Motor Vehicle is damaged at the same time.
- (v) loss of or damage to the Motor Vehicle arising out of the operation as a tool of such Motor Vehicle or of any equipment or plant forming part of such Motor Vehicle or attached thereto.

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.

## SECTION II - LIABILITY TO THIRD PARTIES

### 1. Indemnity to the Insured

The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event
- (b) damage to property limited to SGD500,000 in respect of any one claim or series of claims arising out of one event.

### 2. Indemnity to Authorised Drivers

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

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

### 3. Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.

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

### 4. Expenses

The Company will pay all costs and expenses incurred with its written consent.

### 5. Representation and Defence

The Company may at its own option:

- (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
- (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

## EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of:

- (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 held in trust by or in the custody of or control of the Insured or a 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 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.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by virtue of the following Legislation or Agreements to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company:

- (a) Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189);
- (b) the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 15 January 1968;
- (c) the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22 February 1975;
- (d) and any subsequent revisions to the legislation or agreements thereof.

## 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

Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189 of the Revised Edition)  
Motor Vehicles (Third Party Risks and Compensation) Rules, Revised Edition 1996  
Road Transport Act 1987 (Malaysia) (Chapter 333)  
Motor Vehicles (Third Party Risks) Rules, 1959  
and any subsequent revisions to the above legislations

## AUTHORISED DRIVER AND LIMITATIONS AS TO USE

As described in the Certificate of Insurance issued in conjunction with this insurance.

## 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 under the influence of intoxicating liquor or drugs or medication
    - (iv) being used or driven when it is not registered under the Road Traffic Act or when its registration under the Road Traffic Act has been cancelled
2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
  - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
  - (b) strike riot civil commotion
  - (c) detention seizure confiscation or any attempt threat
  - (d) flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature or by any direct 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 traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect 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 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
7. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from the transportation of petroleum and gasoline, explosive, chemicals, oil, gases or any flammable products in liquid, compressed or gaseous form. This exception does not apply to its transportation in break bulk cylinders or drums.
8. Any accident loss damage or liability caused sustained or incurred whilst the vehicle is being used Airside at any airport or aerodrome. The term "used Airside" shall mean the maneuvering areas and aprons of the airport and service roads which are directly associated therewith.
9. a rateable proportion of the total amount payable by the Company in the event the Motor Vehicle is carrying more people (including the driver) than its legal seating capacity.
10. 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 clause any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

11. 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.

If a law or laws are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

#### 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 Discount 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.

If the Policy is arranged on a Fleet Discount/Fleet-rated basis, this No Claim Discount clause is not applicable and deemed deleted.

**CONDITIONS**

**1. Interpretation**

This Policy, Policy Schedule, 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, Policy Schedule, Certificate of Insurance or Endorsement.

**2. Written Notice**

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

**3. Care of Motor Vehicle**

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs 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 Accidents**

- (a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company’s Approved Reporting Centre or Approved Workshops 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 in its entirety is a **condition precedent to liability** and failure to comply with any of the above requirements in respect of any accident and/or an occurrence will result in the Insured being denied indemnity under both Section I and Section II of the Policy in respect of that particular accident and/or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this **condition precedent** will additionally result in the Insured losing all or part of his No Claim Discount as set out below.

**No Claim Discount**

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

\*The Accident NCD to be applied first before the Non-Reporting NCD.

In the context of this clause the following terms have the following meanings assigned to them:

\*Accident NCD - Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.

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

## 5. Claims Procedure

- (a) No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

The Insured and any person claiming to be indemnified shall allow 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) If your Motor Vehicle is damaged and the damage is covered by this Policy you must decide within fourteen (14) calendar days from the occurrence or discovery of the damage whether or not to claim against this Policy. This Policy cannot be called upon to pay for the damage after you have decided not to make a claim under the Policy.

## 6. Claims Payment

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

## 7. Payment of Excesses and its GST

The Insured shall be responsible for the applicable excesses stated in the Policy Schedule including its Goods and Service Tax (GST).

## 8. Cancellation

The Company may cancel this Policy by sending seven (7) days' notice by registered post 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 of Policy has been in force.

The Insured may also cancel the Policy by giving seven (7) days' notice and (provided no claim has arisen during the then current Period of Insurance and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation) the Insured shall be entitled to a refund of 80% of the pro rata premium for the unexpired period. However, the Company shall not refund any premium if it is less than SGD25.

## 9. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Section II-2(b) of this Policy.

## 10. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be 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 to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 11. Conditions Precedent to the Company's Liability

The due observance and fulfillment 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.



## SPECIAL CONDITION

### Premium Before Cover Warranty

(this warranty applies where the Policy is issued to an individual)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Certificate, Cover Note and Endorsement.

### Premium Payment Warranty

(this warranty applies where the Policy is issued to a business or commercial establishment)

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, Certificate, Cover Note or Endorsement.
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, Certificate, Cover Note or Endorsement 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 SGD25.00.
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

(this condition applies where the Policy is issued to a business or commercial establishment)

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.

## 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 GIA/SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## ENDORSEMENTS/CLAUSES

The following Endorsements/Clauses shall apply to this Policy only when specifically mentioned in the Policy Schedule and are subject otherwise to the terms, exclusions and conditions of this Policy.

### ➤ **Approved Workshop Plan Cover**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy: All accident repairs must be carried out at:-

- a) the Company' Approved Workshops or
- b) the Manufacturer's Appointed Workshops only if the Insured's Motor Vehicle is still under the Manufacturer's Warranty. Provided always that this does not extend to include any other warranty schemes or extended warranty schemes.

### ➤ **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 amount specified in the Policy Schedule under the heading "Excess Applicable" (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder. The said expenditure shall include any payments in respect of claims cost and expenses and/or expenditure incurred by the Company in the exercise of its discretion under Claims Condition No. 5 of this Policy.

In addition to the amount of excess stated in the Policy Schedule, the Insured shall be responsible for a further excess of SGD1,500 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 stated in the Policy Schedule. This is only applicable for Unnamed Driver(s) who are twenty six (26) years of age and above and has two (2) years or more driving experience in Singapore.

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.

### ➤ **Excess - Own Damage Claims**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the amount specified in the Policy Schedule under the heading "Excess Applicable" (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder. The said expenditure shall include any payments in respect of claims costs and expenses and/or expenditure by the Company in the exercise of its discretion under Claims Condition No. 5 of this Policy.

In addition to the amount of excess stated in the Policy Schedule, the Insured shall be responsible for a further excess of SGD1,500 applicable to all claims 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 stated in the Policy Schedule. This is only applicable for Unnamed Driver(s) who are twenty six (26) years of age and above and has two (2) years or more driving experience in Singapore.

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.

➤ **Additional Excess for Young, Elderly or Inexperienced Drivers (YEID)**

Notwithstanding anything to the contrary herein contained in Section I and II of this Policy, it is hereby understood and agreed that the Insured in respect of each and every event shall in addition to the amount of excess stated in the Policy Schedule, be responsible for an additional excess of SGD3,000 applicable to all claims when at the time of an accident the Motor Vehicle is driven by:

- (a) Unnamed drivers who are under twenty six (26) years of age or age seventy (70) and above or has less than two (2) years driving experience in Singapore or
- (b) Named drivers who are under twenty six (26) years of age or age seventy (70) and above or has less than two (2) years driving experience in Singapore, if/whereby the vehicle is registered under a Company's name

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.

➤ **Third Party Only**

It is hereby understood and agreed that Section I (and its Exceptions) of this Policy is cancelled. It is further understood and agreed that the printed wording of Condition 3 of the Policy is also cancelled and is replaced by the following new Condition:

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

➤ **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.

➤ **Strike, Riot and Civil Commotion**

It is hereby understood and agreed that the words "strike riot civil commotion" in General Exception 2 of this Policy shall not apply to any accident loss damage or liability directly caused by

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- (2) the willful 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 minimizing the consequences of any such act.

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

- (a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war.
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing or it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

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

➤ **Cover Whilst Driven by a Motor Trader**

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to use but subject otherwise to the Terms of this Policy the insurance granted thereby shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

➤ **Private Use - Indemnity to the Person Using**

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

- (1) Such person is not entitled to indemnify under any other Policy
- (2) Such person shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy in so far as they can apply.

➤ **Mobile Cranes**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the Motor Vehicle the Company shall be under no liability under Section I of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire external explosion self-ignition or lightning or burglary housebreaking or theft.

➤ **Third Party Working Risks (TPWR)**

It is hereby understood and agreed that Liability under Section II -(a) is limited to SGD150,000 in respect of any one claim or series of claims arising out of one event where such death or bodily injury results from the use of the vehicle as a tool of trade (Working Risks).

It is further understood and agreed notwithstanding anything herein contained to the contrary, the Company shall not be liable in respect of the use of the Motor Vehicle described in the Schedule as a tool of trade

- (a) whilst on board any vessel pontoon or steamer
- (b) for damage caused to the property under his control or custody including properties being lifted, conveyed or had been so lifted and conveyed hitherto under his custody and control.

➤ **Inclusion of Special Perils**

It is hereby understood and agreed that the following shall be deemed to be added to Section I -1 of this Policy:-  
“(e) by flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature.”

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

➤ **Legal Liability of Passenger 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:

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

Exceptions:

The Company shall not be liable in respect of:

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