

COMMERCIAL VEHICLE INSURANCE POLICY

Here is Your insurance Policy. Please examine it together with the **Schedule**, to make sure that You have the protection You need.

It is important that the Policy, the **Schedule** and any amendments are read together to avoid misunderstanding.

If there are any changes that may affect the insurance provided, please notify Us immediately.

IMPORTANT NOTICE

The insurance cover provided to You under this Policy is based on the information You have provided to Us. Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise You may receive no benefit from the Policy.

HOW YOUR INSURANCE OPERATES

Your Commercial Vehicle Insurance Policy is a contract between Us, the **Company**, and You, Our **Insured** named in the **Schedule**. The application form, declaration and any information given form the basis of this contract.

The insurance We provide in this Policy is subject to the terms, conditions, exclusions contained in this Policy, Certificate of Insurance, the **Schedule** and any Endorsement to this Policy (hereinafter collectively referred to as the "Terms of this Policy").

In consideration of Your paying to Us the required Premium, We agree to indemnify You in the manner and to the extent described in the Policy and in the **Schedule**, in respect of events occurring during the Period of Insurance, or any subsequent period for which You pay and We accept the required Premium.

OUR PROMISE OF SERVICE

We want to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. If you have any reason to believe that we have not done so, please contact your agent or broker. If you do not use the services of a professional intermediary, please contact us directly. We are ready to help you with your concerns.

A GUIDE TO YOUR COMMERCIAL VEHICLE POLICY

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DEFINITIONS OF WORDS

(Applicable to the whole Policy)

Certain words have been defined below. These have the same meaning wherever they are used in the Policy. They appear in bold print (e.g. **Insured**) or begin with a capital letter (e.g. You, Your).

Authorised Driver

Any person driving Your vehicle on Your order or with Your permission. The person must have a valid driving license to drive in Singapore and is not under any suspension or disqualification by law to drive.

Geographical Area

(a) The Republic of Singapore.

(b) West Malaysia.

(c) Transit by direct sea route across:

(i) the straits between the island of Penang and the mainland of West Malaysia;

(ii) the straits between Changi Point, Singapore and Tanjong Belungkor, Johor;

subject to the **Insured** and other person for the time being in charge of the **Insured Vehicle** having complied in all things with the rules, regulations or lawful directions of the carrier.

(d) That part of Thailand within 80 kilometres of the border between Thailand and West Malaysia.

Insured Vehicle

The vehicle We are insuring for You as shown in the **Schedule**.

Insured/You/Your

The policy owner named as **Insured** in the **Schedule**.

Schedule

A document which is part of the Policy which gives details of the cover You have.

We/Us/Our/the Company

MSIG Insurance (Singapore) Pte. Ltd.

SECTION I – INSURANCE ON THE INSURED VEHICLE**1. Loss or Damage**

The **Company** will indemnify the **Insured** against loss of or damage to the **Insured Vehicle** and its accessories and spare parts caused:

(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, lightning, impact by falling object, burglary, housebreaking or theft;

(c) by flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature;

(d) by malicious act;

and occurring within the **Geographical Area**.

At its own option the **Company** may pay in cash the amount of the loss or damage or may repair, reinstate or replace the **Insured 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. Our maximum liability shall be limited to the prevailing market value of the **Insured Vehicle** at the time of loss or damage.

2. Loss or Damage to Windscreen or Window and In Vehicle Unit (IU)

The **Company** will pay the cost of reinstating any glass in the windscreen or windows including glass roof of the **Insured Vehicle** and the cost of reinstating the IU (if applicable) of the **Insured Vehicle** following breakage of such glass provided there is no other damage to the **Insured Vehicle**.

Notwithstanding the coverage provided above, the **Insured** shall be responsible to pay for the first S\$100 or the amount specified as Windscreen Excess in the **Schedule** and its applicable goods and services tax (GST), whichever is the higher amount for each and every claim made under this sub-section.

Payment by Us under this sub-section will not affect Your No Claim Discount.

3. Protection and Removal after Accident

If the **Insured Vehicle** is disabled by reason of loss or damage insured under this Policy, the **Insured** shall take prompt steps to ensure the safety of the vehicle, its accessories and spare parts and the **Company** will pay the reasonable cost of protection and removal to the nearest repairer and of delivery within the **Geographical Area** up to S\$300 per accident.

4. Authority to Repair

The **Insured** may authorise the repair of the **Insured 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; and
- (b) a detailed estimate of the cost is forwarded to the **Company** without delay.

Exclusions to Section I

The **Company** shall not be liable to pay for:

- 1. consequential loss, loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
- 2. damage to tyres unless the **Insured Vehicle** is damaged at the same time;
- 3. damage caused by overloading or strain;
- 4. damage caused to **Insured Vehicle** by explosion of any boiler forming part of or attached to or on the **Insured Vehicle**;
- 5. the Excess amount as shown in the **Schedule** and its applicable GST for every claim made against the **Company** under this Section. This excess shall not apply to loss or damage caused by fire, explosion, self-ignition or lightning or burglary, housebreaking or theft;
- 6. any equipment or computer malfunction; or
- 7. the failure or inability of any equipment or any computer program to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

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 an accident caused by or arising out of the use of the **Insured Vehicle** or in connection with the loading or unloading of the **Insured Vehicle** within the **Geographical Area** 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. Indemnity to Authorised Driver

The **Company** will subject to the Limits of Liability indemnify any **Authorised Driver** who is driving the **Insured Vehicle** provided that such **Authorised Driver**:

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

3. Indemnity to Legal 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 legal 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, fulfill and be subject to the Terms of this Policy insofar as they apply.

4. Expenses

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

5. Limits of Liability

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

6. Representation and Defence

The **Company** may at Our own option:

- (a) arrange for representation at any inquest or inquiry in respect of any death, injury or damage 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; and
- (c) subject to the Limits of Liability, the **Company** may at the request of the **Insured** arrange and pay for legal services for defence of any charge of causing death by driving the **Insured Vehicle** other than murder which may be brought against the **Insured** or an **Authorised Driver** in respect of any death which may be the subject of indemnity under this Section.

Exclusions to Section II

The **Company** shall not be liable to pay for:

- 1. death of or bodily injury to any person in the employment of the **Insured** arising out of and in the course of such employment;
- 2. damage to property belonging to the **Insured** or held in trust by or in the custody or control of the **Insured** or any member of the **Insured's** household or being conveyed by the **Insured Vehicle**;
- 3. 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 **Insured Vehicle** for loading thereon or the taking away of the load from the **Insured Vehicle** after unloading therefrom;
- 4. damage to any bridge, weighbridge, viaduct or to any road or anything beneath by vibration or by the weight of the **Insured Vehicle** or of the load carried by the **Insured Vehicle**;
- 5. death, bodily injury or damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the **Insured Vehicle** except so far as is necessary to meet the requirements of the relevant legislation; or
- 6. damage to underground pipes lines, cables or installations of any description.

SECTION III - TOWING DISABLED VEHICLES

This Policy shall be operative whilst the **Insured 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:

- 1. such towed vehicle is not towed for reward; and
- 2. the **Company** shall not be liable by reason of this Section in respect of damage to such towed vehicle property being conveyed thereby.

NO CLAIM DISCOUNT (NCD)

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:

Periods of Insurance	Discount
The preceding year	10%
The preceding two consecutive years	15%
The preceding three or more consecutive years	20%

If more than one **Insured Vehicle** is described in the **Schedule**, the NCD shall be applied as if a separate policy had been issued in respect of such **Insured vehicle**.

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

The NCD shall be affected by any late notification or any failure in notification of an accident and/or occurrence by the **Insured** in accordance with Sub-Section 1 of Claims Conditions.

GENERAL EXCLUSIONS
(Applicable to the whole Policy)

The **Company** shall not be liable in respect of:

- 1. any accident, injury, loss, damage or liability caused sustained or incurred:
 - (a) outside the **Geographical Area**;

(b) whilst the **Insured Vehicle** in respect of which indemnity is provided by this Policy 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 the **Insured** or in the charge of any person other than an **Authorised Driver**,
- (iii) being driven by the **Insured** or an **Authorised Driver** whilst under the influence of intoxicating liquor or drugs,
- (iv) being used or driven when it is not registered or licensed under the relevant legislation or when the registration or licensing under the relevant legislation has been cancelled, or
- (v) being used or driven with modifications that have not been approved by the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles, Registration and Licensing) Rules or by any relevant regulatory authority.

2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
4. any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - (b) any act of terrorism including but not limited to:
 - (i) the use or threat of force, violence and/or,
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the **Company** alleges 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**.

5. any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - (e) any chemical, biological, bio-chemical or electromagnetic weapon.
6. any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
 - (a) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority;
 - (b) permanent or temporary dispossession of **Insured Vehicle** resulting from the unlawful occupation or possession of such **Insured Vehicle** by any person,

provided that the **Company** is not relieved of any liability to the **Insured** in respect of physical damage to the **Insured Vehicle** occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy; or

(c) the destruction of **Insured Vehicle** by order of any public authority.

In any action, suit or other proceeding where We allege that by reason of the provisions above any loss, destruction or damage is not covered by this insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the **Insured**.

7. any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

CLAIM CONDITIONS

(Applicable to the whole Policy)

1. Notifications of Accidents

In the event of any accident involving the **Insured Vehicle**, irrespective of whether it would give rise to a claim, the **Insured** shall report the accident to the **Company** or Our Authorised Representative and convey or cause to be conveyed the **Insured Vehicle** to the Our Authorised Representative for inspection within 24 hours of the accident or by the next working day thereof.

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 shall co-operate with the **Company** in securing the conviction of the offender.

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 an accident and/or 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/her No Claim Discount as set out up in the Table below.

COMMERCIAL VECHICLES NCD

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.

2. Claims Procedure

(a) No admission, offer, promise or payment shall be made by or on behalf of the **Insured** or any person claiming to be indemnified without the written consent of the **Company**. The **Company** shall be entitled at its sole discretion to:

- (i) take over and conduct in the name of the **Insured** or such person the defence or settlement of any claim;
- (ii) prosecute in the name of the **Insured** or such person for its own benefit any claim for indemnity or damages or otherwise; and/or
- (iii) conduct and settle proceedings as the **Company** deem fit.

(b) The **Insured** accepts that the **Company** has these rights and that to evaluate and exercise these rights, the **Insured** and any person claiming to be indemnified must assist the **Company** by:

- (i) providing all such information and assistance as the **Company** may require; and
- (ii) allowing the **Company** the right to examine the nature and extent of all damage to the **Insured 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 **Insured Vehicle**.

(c) In case damage to the **Insured Vehicle** is indemnifiable by this Policy, the **Insured** shall decide whether or not to claim for such damage under this Policy and if so claiming, shall submit such a claim to the **Company** within fourteen (14) days of occurrence or discovery of damage. The quoted cost of repair is subject to adjustment by the **Company** before any repair may commence if it exceeds the Authorised Repair Limit in total.

3. 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 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 proviso 2(b) of Section II of this Policy.

4. Relinquish Defence and Representation

At any time after the happening of any event giving rise to a claim or series of claims under this Policy, the **Company** may pay to the **Insured** the full amount of the **Company's** liability and relinquish the conduct of any claim defence or proceedings and the **Company** shall not be responsible for any damage, loss or liability alleged to have been caused to the **Insured** in consequence of any alleged act or omission of the **Company** in connection with such claim, defence 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.

5. Arbitration

If there is any dispute as to the liability and/or amount to be paid under this Policy, such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the dispute shall not within twelve (12) months from the date of disclaimer of liability or date of rejection of the offer made have been referred to arbitration under the provisions of this Policy, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable as provided for under the Terms of this Policy.

6. Time Limit of Commencement of Action or Suit

If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Condition 5 of this Policy, the **Company** shall not be liable for such claim under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the **Company**.

GENERAL CONDITIONS

1. Interpretation

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 **Schedule** shall bear such specific meaning wherever it may appear.

2. Written Notice

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

3. Care of Insured Vehicle

The **Insured** shall take all reasonable steps to safeguard the **Insured Vehicle** from loss or damage and to maintain **Insured Vehicle** in efficient condition and the **Company** shall have at all times free and full access to examine the **Insured Vehicle** or any part thereof or any driver or employee of the **Insured**. In the event of any accident or breakdown, such vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if **Insured Vehicle** be driven before the necessary repairs are effected any extension of the damage or any further damage to **Insured Vehicle** shall be excluded from the scope of the indemnity granted by this Policy.

4. Cancellation

The **Company** may cancel this Policy by giving seven (7) days' notice by registered letter to the **Insured** at his last known address. The **Insured** may also cancel this Policy by returning the original Certificate of Insurance and the cancellation will take effect from the date the **Company** receives the original Certificate of Insurance. Any refund will be calculated as follows:

(a) Cancellation by the **Company**

$$\frac{\text{Premium} \times \text{Unexpired Period of Insurance (days)}}{\text{Original Period of Insurance* (days)}}$$

(b) Cancellation by the **Insured**

$$\frac{\text{Premium x Unexpired Period of Insurance (days) x 80\%}{\text{Original Period of Insurance* (days)}}$$

Definition

*Original Period of Insurance of this Policy shall be deemed to include any extension of period in the Policy.

No refund will be payable if the refund premium is less than S\$25 or where a claim (including claim for windscreen or windows or In Vehicle Unit (IU)) has arisen under the Policy.

5. **Exclusion of Rights under the Contracts (Rights of Third Parties) Act**

A person who is not a party of this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap53B) to enforce any of its terms.

6. **Condition Precedent**

(Applicable to Policy issued to business or commercial establishment)

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

- (a) for the risk insured, the **Insured** has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the **Insured** has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) the **Insured** has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the **Insured** to the **Company** before cover incepts.

7. **Premium Payment Warranty**

(Applicable to Policy issued to business or commercial establishment)

- (a) Notwithstanding anything herein contained but subject to clause (b) hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the **Company** (or the intermediary through whom this Policy was effected) within sixty (60) days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.
- (b) In the event that any premium due is not paid and actually received in full by the **Company** (or the intermediary through whom this Policy was effected) within the sixty (60)-day period referred to above, then:
 - (i) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said sixty (60)-day period;
 - (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60)-day period; and
 - (iii) the **Company** shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
- (c) If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the **Company** (or the intermediary through whom this Policy was effected) within the Period of Insurance.

8. **Payment before Cover Warranty**

(Applicable to Policy issued to an individual)

- (a) The premium due must be paid to Us (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date of the coverage. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:
 - (i) Cash or honoured cheque for the premium is handed over to Us or the intermediary;
 - (ii) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (iii) A payment through an electronic medium including the internet is approved by the relevant party;
 - (iv) A credit in favour of Us or the intermediary is made through an electronic medium including the internet.

(b) In the event that the total premium due is not paid to Us (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

9. Conditions Precedent to the Company's Liability

The due observance and fulfillment of the terms, provisions and conditions 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.

10. Legal Personal Representative

The Terms of this Policy, so far as applicable and with any necessary modifications, shall apply to the legal personal representative of the **Insured** and **Authorised Driver**.

11. Jurisdiction Clause

The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore.

12. Avoidance of Certain Terms and Right of Recovery

If the **Company** is obliged by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 30 March 1992 or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22 February 1975 or by any agreement which alters, amends or supercedes such Agreement, 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**.

LIMITS OF LIABILITY:

Limit of the amount of the Company's liability under Section II - item 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 - item 1(b) in respect of any one claim or series of claims arising out of the one event	S\$500,000
Limit of the amount of the Company's liability under Section II - item 6(c) in respect of legal services for defence in the event of any charge	S\$3,000

Authorised Repair Limit

S\$350

Limitation as to Use

As detailed in the **Schedule**

Legislation

Road Transport Act 1987 (Malaysia), Road Transport (Amendment) Act 2019 (Malaysia), The Motor Vehicles (Third Party Risks) Rules, 1959 (Malaysia), Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 189) (Republic of Singapore), Road Traffic Act (Cap 276) (Republic of Singapore) or any Amendment, Act or Acts passed in substitution.

ENDORSEMENTS

The Policy is extended to cover the following Endorsements, subject otherwise to the Terms of this Policy:

Strike, Riot and Civil Commotion

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

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 minimising the consequences of such disturbance, or
2. the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

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

Replacement Parts

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that in the event of loss of damage to the **Insured Vehicle** or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the **Insured Vehicle** is held for repair or in the event of the **Company** exercising the option under Section I 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 **Insured 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 **Insured Vehicle** is held for repair and the amount of the relative import duty; and
- (b) the reasonable cost of fitting such part.

Private Use - Indemnity to Person Using

It is hereby understood and agreed that whilst the **Insured Vehicle** is being used by the person noted in the **Schedule** 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 **Insured Vehicle** in respect of any act or omission of the driver provided that:

- (i) such person is not entitled to indemnity under any other Policy, and
- (ii) such person shall as though he were the **Insured** observe, fulfill and be subject to the Terms of this Policy insofar as they can apply.

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 **Insured Vehicle** such person being hereinafter called "the Passenger".

Provided that the Passenger:

- (i) is not driving the **Insured Vehicle** or in charge of the **Insured Vehicle** for the purpose of driving;
- (ii) is not entitled to indemnity under any other Policy; and
- (iii) shall as though he was 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; and
- (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 **Insured Vehicle**.

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 **Insured Vehicle** is in the custody or control of a member of the motor trade for the purpose of overhaul, upkeep or repair.

Hire Purchase

It is hereby understood and agreed that the Owners specified in the **Schedule** (hereinafter referred to as the Owners) are the owners of the **Insured Vehicle** which 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 **Insured 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** as the principal party and not as 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 his rights benefits and claims under this Policy. It is lastly understood and agreed that the **Insured** shall not assign his rights, benefits and claims under this Policy without the prior consent in writing of the **Company**.

Non-cancellation Clause (General)

The **Company** undertakes to advise the Bank or Finance House noted in the **Schedule** prior to the cancellation of this Policy if instructions have been received for the cancellation from the **Insured** and also to advise the aforesaid Bank or Finance House as soon as possible of any material changes which are proposed to be made in the terms of the insurance.

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).

IMPORTANT – The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

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