

Motorcycle Insurance

Important Notice

1. **STATEMENT Pursuant to Section 25(5) of the Insurance Act** (or any subsequent amendments thereof) - We would remind you that you must disclose to us fully and faithfully the facts you know or ought to know otherwise you may not receive any benefits from your Policy.
2. Please note that this insurance is subject to the premium being paid and received in full by the Company
 - a) before the inception date where the Policy is issued to an Individual; or
 - b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this cover.

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 Sompo Insurance Singapore Pte. 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 witnesses that in respect of events occurring during the Period of Insurance and subject to the terms, exclusions and conditions (hereinafter collectively referred to as the Terms of this Policy) contained herein or endorsed hereon.

DEFINITIONS

Wherever the following words or phrases appear in this Policy or on the Policy Schedule, they will have the following meanings:

Words/Phrases	Meanings
Policyholder/Insured/You /Your	The person who contracted the insurance with Sompo Insurance Singapore Pte. Ltd. and under whose name this Policy has been issued.
Authorized Driver/ Named Driver	Any person named in the Schedule and/or Certificate of Insurance under “Persons or classes of persons entitled to drive”
We/Us/Our/The Company	Sompo Insurance Singapore Pte. Ltd.
Motor Vehicle/Insured Vehicle	The vehicle which is described in the Schedule or Certificate of Insurance.
Prohibited Person	A person or organization which is affected by laws, regulations, restrictive orders, embargoes or sanctions by any inter-government, government or regulatory or law enforcement authority of any country which will prevent or restrict us from continuing this policy or carrying out any transaction under this policy.
Accessories	All audio, video, other equipment and spare parts provided / fitted (without any charge) as standard equipment by the manufacturer or distributor at the time your vehicle was originally bought. The Accessories and spare parts must be on the Motor Vehicle at the time of loss or accident. Any other additions, unless declared and endorsed under this Policy, will not be covered.
Excess	The amount shown in the Schedule or Certificate of Insurance, to be paid for every accident claim.
Policy	Refers to this policy, your application form, your declarations, the Schedule, the Certificate of Insurance and any endorsements issued under this policy.
Schedule	A document which gives the details of the cover of the policy.
Endorsement	Refers to a clause under which we may change the cover we provide. The endorsement which applies to your policy is shown in the Schedule or Certificate of Insurance.
Market Value	The cost of replacing your vehicle with the same or similar make & model and age as currently available at the time of loss or accident.
Geographical Area	The Republic of Singapore, West Malaysia and that part of Thailand within 80.5 kilometres of the border between Thailand and West Malaysia.

Section I – Insurance on the Motor Vehicle

1. Loss or Damage

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its manufacturer fitted accessories and spare parts whilst thereon

- a. by accidental collision or overturning
- b. by fire external explosion self-ignition or lightning or burglary, housebreaking or theft;
- c. by malicious act;

At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate, or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall not exceed the prevailing market value of the Motor Vehicle at the time of loss or damage or the estimated value stated in the Policy Schedule whichever is the lower.

2. 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 S\$50.00 bear the reasonable cost of protection and removal to the nearest repairer and of delivery within the country where the loss or damage was sustained.

3. Authority to Repair

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

- a. the estimated cost of such repair which has been obtained from a repairer does not exceed S\$50.00; and
- b. a detailed estimate of the cost is forwarded to the Company without delay.

4. Replacement Parts

In the event of loss of 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 last obtained at the manufacturer's work plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and amount of any relative import duty

and

- b. the reasonable cost of fitting such part.

Notwithstanding the coverage provided under Section I, it is hereby noted that the Company shall not be responsible for additional costs caused by or arising from the delay in repair due to unavailable spare parts.

The Company will indemnify the Insured for the cost of shipping for these unavailable spare parts but will not provide for the cost of any air freight charges.

5. Motor Vehicle stolen outside Singapore

The Company will indemnify the Insured up to 50% of the prevailing market value (excluding COE and the estimated PARF value) of the Motor Vehicle at the time of loss or 50% of the estimated value (excluding COE and the estimated PARF value) stated in the Policy Schedule whichever is the lower if the Motor Vehicle is stolen outside Singapore.

Exclusions to Section I

The Company shall not be liable to pay for

- a. loss of use or any other consequential loss;
- b. depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
- c. damage caused by overloading or strain;
- d. damage to tyres or rims unless the Motor Vehicle is damaged at the same time
- e. loss or damage to the accessories or spare parts by burglary housebreaking or theft unless the Motor Vehicle is stolen at the same time
- f. loss or damage to personal items in the Motor Vehicle;
- g. any transport expenses or any losses due to unavailability of parts or accessories;
- h. loss or damage to the Motor Vehicle while being transported by sea (including loading and unloading as part of the journey)

- i. loss or damage to accessories not installed by the manufacturer or distributor unless it is agreed and accepted by the Company
- j. loss or damage caused to your vehicle arising from its use before all necessary repairs are carried out
- k. any failures or breakages of your vehicle and existing damage that was not caused by or during the accident
- l. excess, and its Goods and Services Tax (GST) where applicable;
- m. loss or damage arising from a criminal breach of trust.
- n. any indirect loss whatsoever

Section II – Liability to Third Parties

1. Indemnity to the Insured

The Company will subject to the limits of liability specified below indemnify the Insured 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 S\$5 million in respect of any one claim or series of claims arising out of one event

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Vehicle.

2. Indemnity to Authorised Drivers

The Company will subject to the limits of liability specified below indemnify any Authorised Driver who is driving the Motor Vehicle against all sums including claimant's costs and expenses which such Authorised Driver will 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 S\$5 million in respect of any one claim or series of claims arising out of one event where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Vehicle. Provided that such Authorised Driver
 - i. is not entitled to indemnity under any other policy; and
 - ii. shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy insofar as they can apply.

3. Indemnity to the 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 the terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy insofar as they can apply.

4. Apportionment of Indemnity

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.

5. Expenses

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

6. 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;
- c. arrange, at the request of the Insured, and, subject to the limits of liability of S\$3,000, pay for legal services for the defence of any charge of causing death by driving the Motor Vehicle other than murder which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission 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 in respect of

- a. 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;
- b. death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section;
- c. damage to property belonging to or held in trust by or in the custody of or control of
 - i. the Insured or any member of the Insured's household or being conveyed by the Motor Vehicle; or
 - ii. any Authorised Driver claiming to be indemnified under Section II-2 or any member of his household;

- d. compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore or West Malaysia;
- e. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic of Singapore or West Malaysia.

General Conditions

1. Interpretation

This Policy and the Schedule shall be read together as one (1) contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear. The headings used in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2. No Claims 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:

Number of accident-free year(s)	No Claim Discount (NCD)
One year	10%
Two years	15%
Three or more years	20%

If more than one (1) Motor Vehicle is described in the Schedule the NCD shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was vested in the Transferor shall not accrue to the benefit of the Transferee.

The NCD 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.

3. NCD Declaration

In the event that there is a difference between the NCD declared by the Insured and the NCD applicable, the Insured shall pay any difference in the Premium arising by the payment date indicated on the Company written advice, otherwise the Policy shall cease to be in force. If no written advice is given by the Company, the Period of Insurance will be shortened to correspond to the Premium paid by the Insured. If the Company is required by law or under the Agreements as stated in General Conditions 9 to pay for any liability to any third party after the shortened Period of Insurance, the Insured shall indemnify the Company for the amount paid.

4. Notification of Accident

- a. In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall call at the Company's Approved Reporting Centre with the Motor Vehicle, and report the accident within twenty-four (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 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 NCD as set out below.

Current No Claim Discount (NCD)	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: This refers to the loss of percentage of NCD entitlement as a result of claims arising from an accident.

Non-Reporting NCD: This refers to the loss of percentage of NCD as a result of not reporting or late reporting of an accident as set out under the Policy.

5. Geographical Area

The Republic of Singapore, West Malaysia and that part of Thailand within 80.5km of the border between Thailand and West Malaysia.

6. Legislation

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

The reference of Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 7, 8 and 9 of the Motor Vehicles (Third Party Risks & Compensation) Act (Cap 189) (Republic of Singapore) and Sections 94, 95, 96 of the Road Transport Act 1987 (Malaysia).

7. Jurisdiction

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

8. Authorised Driver and Limitations as to Use

As described in the Certificate of Insurance.

9. Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or any Endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22 February, 1975 or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15 January, 1968.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation or such Agreement.

10. Written Notice

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

11. 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 are 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.

12. 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 it sees fit.

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

- i. providing all such information and assistance as the Company may require;
- ii. allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an indemnity under this Policy for the damage to the Motor Vehicle insured.

For the purpose of complying with this requirement and General Conditions 4 - Notification of Accident Clause, the Insured or any person claiming to be indemnified shall arrange for the Motor Vehicle to be delivered to the Company's Approved Reporting Centre for an initial verification of the circumstances of the accident. The verification process shall comprise accident reporting and photographic recording of the damages.

The Company may at its sole discretion consider waiver of compliance with this requirement in exceptional circumstances.

- b. In case damage to the Motor Vehicle insured is indemnifiable by this Policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen (14) days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds S\$50.00 in total.

13. Cancellation

The Company may cancel this Policy by giving seven (7) days' notice by registered letter to the Insured at the Insured's last known address. The Insured may also cancel this Policy by giving seven (7) days' notice to the Company.

On cancellation, the Insured shall be entitled to a return of the premium paid as computed below, subject to the Company always retaining a minimum premium of S\$26.75 (inclusive of GST) and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

- a. Cancellation by Company

$$\text{Premium Refund} = \frac{\text{Premium} \times \text{Unused Period of Insurance (Days)}}{\text{Original Period of Insurance (Days)}}$$

- b. Cancellation by Insured

$$\text{Premium Refund} = \frac{\text{Premium} \times \text{Unused Period of Insurance (Days)} \times 80\%}{\text{Original Period of Insurance}^* \text{ (Days)}}$$

However, for either of the events mentioned above, the Company will not refund any premium if

- i. Insured has reported a claim or there is an outstanding claim;
- ii. a claim has been paid;
- iii. the Insured has an outstanding liability;
- iv. the refund premium is less than S\$25.

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

If the Policy is cancelled before the effective date of insurance, the Company will charge a minimum premium of \$26.75 (inclusive of GST).

14. 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 – 2bii of this Policy.

15. 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 (2) arbitrators, one (1) to be appointed in writing by each of the parties within one (1) 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 a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) 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.

16. Conditions Precedent to the Company's Liability

The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

17. Goods and Services Tax on Policy Excess/Deductible

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

18. Payment of Excess

We reserve the right to collect all applicable excess on demand any time a claim is made to the policy. In the event you do not pay the excess within fourteen (14) days of our written demand, we reserve the right to repudiate our liability to pay under this policy. If the claim is settled below the excess and we have collected the applicable excess from you, we will refund to you the difference.

19. Pairs and Sets

If the damage items form part of a set or a pair, the repair or replacement will only apply to the damaged item in that pair or set. For example, if one tyre was damaged, we will only pay for the cost of one tyre.

20. Prohibited Persons

This Policy will be void and you will not receive any benefits from this Policy, if the Insured, trustee, assignee, beneficiary, beneficiary owner or nominee and mortgagee or financier is a Prohibited person.

General Exclusions

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 in respect of which indemnity is provided by this Policy is
 - i. being used otherwise than in accordance with the Limitations as to Use specified in the Certificate of Insurance;
 - ii. being driven by or is in the charge of or is for the purpose of being driven by any person other than an Authorized Driver;
 - iii. being driven by or is in the charge of any person (whether it be the Insured himself or any person on his order or with his permission) who is under the influence of intoxicating liquor drinks or drugs.
 - iv. being used or driven when it is not registered under the Road Traffic Act (Cap 276) or when its registration has been cancelled under the Road Traffic Act (Cap 276) or any subsequent amendments thereof.
 - v. directly or indirectly caused by any modifications, regardless of whether it is approved by the Land Transport Authority or otherwise unless it is declared and accepted by the Company.
 - vi. driven by anyone who is trying to hurt themselves, commit suicide, or acted in a way that increased the risk of being involved in an accident.
 - vii. not comply with any laws in the region where you are driving your Motor Vehicle
 - viii. not comply with requirement of authoritiesReference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act in substitution.
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 thereat;
 - 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 person claiming to be indemnified 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.

3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5. a. any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
b. any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion 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 if the insured vehicle does not have a valid Certificate of Entitlement.
8. any accident, loss, damage, injury or liability if the number of people (including the driver) in your motor vehicle at the time of accident exceeding its legal seating capacity
9. any accident, loss, damage, injury or liability if the claim is :
 - a. due to using the vehicle if it breaks any laws, rules or regulations
 - b. due to loss or damage deliberately caused by Insured himself or any person on his order or with his permission
 - c. supported by false declarations or documents
 - d. in any way fraudulent
10. any accident, loss, damage or liability caused, sustained or incurred whilst the insured vehicle is being used at the Airside in any airport or aerodrome. The term "Airside" shall mean the maneuvering areas and aprons of the airport and service roads which are directly associated therewith.

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.

Endorsements

The following Endorsements apply when specifically mentioned in the Schedule and are subject to the Terms of the Policy.

Endorsement 3(p) – Third Party Only

It is hereby understood and agreed that Section I (and its Exclusions) of this Policy are cancelled.

It is further understood and agreed that the printed wording of General Conditions 11 of the Policy is also cancelled and is replaced by the following new Condition:

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

Endorsement 3(q) – 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, house-breaking or theft.

Endorsement 15 – Hire Purchase

It is hereby understood and agreed that the Hire Purchase Owners named in Schedule I (hereinafter referred to as the Owners) are the Owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this Policy shall be made to the Owners as long as they Owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured 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.

Endorsement 57 – Special Perils

It is hereby understood and agreed that under Section I - 1 of this Policy the Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon 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 Exclusions 2d of this Policy are deemed to be deleted.

Endorsement E2 – Compulsory Excess – Section I

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 first amount shown in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder.

If the expenditure (including payments in respect of costs and expenses) 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.

And it is further understood and agreed that the above Excess shall not apply to loss or damage caused by fire external explosion self-ignition burglary malicious act house-breaking or theft.

For the purposes of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with any one (1) Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

Endorsement E4 – Compulsory Excess – TPFT

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 first amount shown in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder.

If the expenditure (including payments in respect of costs and expenses) 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 (1) Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

Endorsement K2 – Accident to Insured – Motor Vehicle

It is hereby understood and agreed that the Company will pay compensation of S\$5,000.00 on the death of the Insured in direct connection with the use of Motor Vehicle in respect of which indemnity is granted by this Policy and caused by violent accident external and visible means which independently of any other cause. Provided always that

- a. The total liability of the company shall not exceed the sum S\$5,000.00 during any Period of Insurance in respect of the Insured;
- b. the Insured is not more than seventy (70) years of age at the time of such injury
- c. the accidents sustained is within the Geographical Area
- d. No compensation shall be payable in respect of death directly or indirectly wholly or in part arising or resulting from or traceable to
 - i. intentional self injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity; or
 - ii. an accident happening whilst such person is under the influence of intoxicating liquor or drug;
- e. Such compensation shall be payable to his legal personal representatives whose receipt shall be a full discharge in respect of the death of the Insured;
- f. In the event of the death of the Insured, notice shall when practicable be given to the Company before internment or cremation stating the time and place of any inquest appointed and the Company shall be entitled to have a post-mortem examination at its own expense;
- g. No compensation shall be payable unless death takes place within three (3) calendar months from the date of the accident.

Subject otherwise to the Terms Exclusions and Conditions of this Policy.

Additional Endorsements

The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.

Clarification Agreement

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Agreement:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this Exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Condition Precedent

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

1. 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
2. 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
 - a. 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
 - b. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incept.

Contracts (Rights of Third Parties) Act Exclusion

It is hereby declared and agreed that a person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

Personal Data Protection

In relation to the personal data collected for this Insurance, the Insured agreed and acknowledged that

1. the Company may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. the Company will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If the Company wish to use, disclose or process the personal data for another purpose the Company will seek the Insured's prior written consent;
3. the Company may disclose the personal data for the purposes to a related corporation, subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (acting on our behalf). Those recipients may be located in or outside Singapore.

Payment Before Cover Warranty (This warranty applies where the Policy is issued to an Individual.)

1. The Premium due must be paid to the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Company or the intermediary when one of the following acts takes place:
 - a. Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
 - b. A credit or debit card transaction for the premium is approved by the issuing bank;
 - c. A payment through an electronic medium including the internet is approved by the relevant party;
 - d. A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Company (or the intermediary through whom this Policy or Bond 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 the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

Premium Payment Warranty (This warranty applies where the Policy is issued to a corporate entity.)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by 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.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
 - a. the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
 - b. the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

- c. the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$26.75 (inclusive of GST).
3. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of 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 web-sites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

Terrorism

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 Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 Insurance 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.

Nuclear risks

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 nuclear, chemical or biological terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion Nuclear, chemical or biological terrorism means using any nuclear weapon or device or releasing any solid, liquid or gas chemical agent or biological agent in an act of terrorism.

This Insurance also excludes loss, damage, injury or death directly or indirectly caused by, or arising from radioactivity or from using any nuclear fuel, material or waste or from it escaping