

SINGAPORE ACCIDENT STATEMENT

IMPORTANT NOTICE

1. Please report correctly the details of the accident to speed up the claims process.
2. This Form must be completed by the Policyholder and/or the Authorised Driver
3. Information provided must be as truthful and accurate as possible. Any wilful misrepresentation or withholding of material facts may allow insurance companies to repudiate policy liability.
4. The issue and acceptance of this Form by insurance companies is not an admission of policy liability on the part of the insurance companies.
5. Any false reporting may be referred to the Police for investigation.
6. This report will be forwarded by the insurers of the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will, for a fee, be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.

ACCIDENT STATEMENT

Date of Submission	20/02/2021 14:57 (SGT)
Date of Accident	19/02/2021 09:45 (SGT)
Exact Location of Accident	Jurong West Street 64, Singapore
Additional Location Information	-
Country/State of Loss	Singapore

DETAILS OF OWN VEHICLE

Vehicle Registration Number YP4838T

INSURED/POLICYHOLDER

Is company?	Yes
Name Of Registered Owner	GRAND RICH CONSTRUCTION & ENGINEERING PTE. LTD
Company Reg No	2XXXXX771E
Email Address	ADMIN@GRANDRICHCONST.COM
Mobile Phone No	(Phone) +65-97267779
Alternative Phone No	+65-97267779

VEHICLE PARTICULARS

Manufacturer	Mitsubishi
Model	Canter
Variant	-
Exact purpose for which vehicle was being used at time of accident	Employment
Are you claiming under your own insurance policy for repair to your vehicle?	No - Claiming third party
Vehicle Category	Commercial vehicle

INSURANCE COMPANY

Name of Insurance Company	Liberty Insurance
Type of Coverage	Comprehensive
Fleet Policy	No
Policy Number	SD20V14842/VCH/R00
Cover Note Number	-

DRIVER

Name of Driver	ILANGO VAN SUBBAIYAN
Passport No/FIN	GXXXX279M
Date Of Birth	15/06/1985
Occupation	Outdoor

Date Of Driving Pass	25/04/2014
Driving experience	6 YEARS AND 10 MONTHS
Gender	Male
Mobile Number	(Phone) +65-81245621
Alt. Phone Number	-
Email Address	ADMIN@GRANDRICHCONST.COM
Address	BLK 36 MANDAI ESTATE ROOM
Address complement	#05-33
Postcode	729941
Is the driver the policyholder?	No
If No, Relationship of the Driver with the Insured	Employee
Does Driver Own Other Vehicles?	No
Vehicle Registration Number of Other Vehicle Owned by Driver	-
Insurance Company of Other Vehicle Owned by Driver	-

GENERAL INFORMATION OF THE ACCIDENT

Type of Accident	Collision - Head to Rear
Weather Conditions	Clear
Road Surface	Dry

OTHER INFORMATION

Was any foreign vehicle involved in the accident?	No
Number of vehicles involved in the accident	2
Was anybody injured in the Accident?	Yes
Was any injured conveyed to hospital by ambulance?	No
Was any other material or property damaged?	Yes
Number of Passengers (Including Driver)	1
Has the driver been approached by unknown person(s) soliciting/offering accident claims assistance?	No

DETAILS OF POLICE ACTION

Was the accident reported to the police?	No
Was notice of intended Prosecution given?	No
If yes, against whom?	-

CIRCUMSTANCES OF ACCIDENT

PLS REFER TO THE ATTACHED STATEMENT.

ATTACHMENT(S)

Are accident photos available for attachment?	Yes
Was there any video captured by Car Camera?	No
Was there any audio recorded?	No

DETAILS OF OTHER VEHICLE PROPERTY 1

Vehicle Registration Number	SMN8199E
Vehicle Manufacturer	-
Vehicle Model	-
Vehicle Variant	-
Vehicle Colour	-
Vehicle Category	Private car
Name of Driver	-
Contact Number	-
Address	-
Address complement	-
Postcode	-
Insurance Company Name	-

Nature Of Damage -
Details of property damaged in accident -
No. Of Passenger (Including Driver) -

INJURED PERSONS DETAILS

INJURED 1

Name of injured person	ILANGO VAN SUBBAIYAN
Address	-
Address Complement	-
Post Code	-
Approximate Age Years Old	-
Injuries Sustained	BODY
Injured person in which vehicle?	YP4838T
Were seat belts worn?	Yes
Was this injured conveyed to hospital by ambulance?	No

SKETCH PLAN

IMPORTANT NOTICE

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5. **Any false reporting may be referred to the Police for investigation**.
6. The report will be forwarded by the insurers of the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will for a fee be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.

8. Consent under the Personal Data Protection Act (PDPA)

I understand, acknowledge, agree and consent that :

(a) My insurer, my workshop and the General Insurance Association of Singapore ("GIA") may/are permitted to collect, use, disclose and/or process my personal data/personal information set out in this [form] and any other personal information provided by me or possessed by my insurer (collectively the "Personal Information") and disclose and transfer such Personal Information to all insurer(s) who have insured vehicle(s) involved in this accident (all insurer(s) who have insured vehicle(s) involved in this accident shall be collectively referred to as the "Insurers"), the Insurers' lawyers/law firms, the Monetary Authority of Singapore and any relevant government agency/authority (such as the police), for the purpose(s) of :

- (i) processing, handling and/or dealing with my claims including the settlement of the claims and any necessary investigations relating to the claims;
- (ii) investigating the accident and/or my claims;
- (iii) carrying out and/or dealing with my instructions or responding to any enquiries by me;
- (iv) administering my claims (including the mailing of correspondence, statements, invoices, reports or notices to me, which could involve disclosure of certain personal data about me to bring about delivery of the same as well as on the external cover of envelopes/mail packages); and/or
- (v) complying with applicable law in administering, processing, handling and/or dealing with my claims.

(collectively the "Purposes")

(b) all insurer(s) who have insured vehicle(s) involved in this accident and the Insurers' lawyers/law firms, may/are permitted to collect, use, disclose and/or process my Personal Information for one or more of the above Purposes; and

(c) my Personal Information may/can be disclosed by any of the Insurers and/or GIA to their third party service providers or agents (including their lawyers/law firms), which may be sited outside of Singapore, for one or more of the above Purposes.



Policyholder's Signature / Date & Time

Driver's Signature (If driver is not the policyholder) / Date & Time

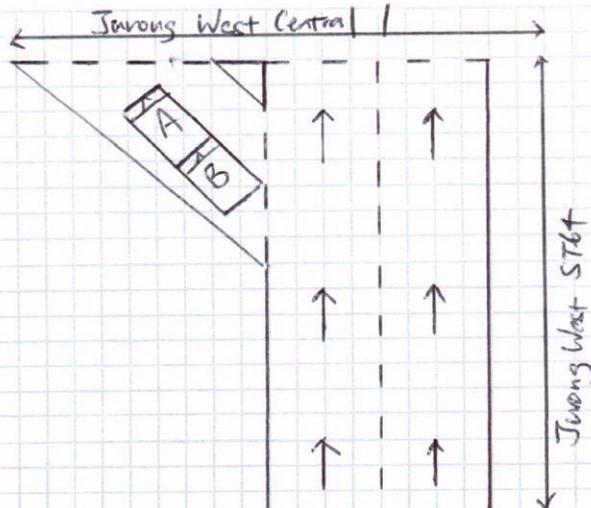
Witnessed by Reporting Centre Personnel

Handwritten signature

Handwritten signature

Sketch Plan

Veh A - YP4838T
Veh B - SMN8199E



Describe Circumstances of the Accident

On the stated date and time, I was travelling along Jurong West ST 64. My vehicle was inside a filtering lane waiting for the oncoming vehicles to clear before exiting the filter lane. Suddenly, I felt an impact on my rear. I went down of my vehicle and realised that vehicle bearing carplate number SMN8199E had rear ended my vehicle. I felt pain on some portion of my body and went to consult a doctor. I was then given 2 days of MC.

Declaration

We declare the foregoing particulars are true in every respect.



Policyholder's Signature / Date & Time

John Benjamin

Driver's Signature (If driver is not the policyholder) / Date & Time

shyam 20/02/21

Witnessed by Reporting Centre Personnel

Date of Accident : 19/02/21 Accident Time: 0945 (24-HR-Format)
 Accident Place : Jurong West ST64
 Vehicle No. (Car Plate No.) : YP4838T Make/Model: Mitsubishi Canter Feb 21 ER4S DEB (Cbu)
 Insurance Company : Liberty Policy No: SD20V14842/RO
 Owner or Company Name /IC No. : Grand Rich Construction & Engineering Pte Ltd
 Owner or Company Contact No. : 9726 7779 Owner's Hp _____ Company Tel _____
 DRIVER'S Name / IC No. : Hangoran Subbayan 0 35084177
 DRIVER'S Date Of Birth : 15/06/1985 DRIVER'S License Pass Date 18/04/19
 Relationship of Owner & Driver : Spouse \ Parent \ Children \ Sibling \ Employee \ Others: _____
 DRIVER'S Address : B1K 36 Mandai Estate Room #05-33
 DRIVER'S Contact No./ Alt No. : 1) 8124 5621 2) _____
 DRIVER'S Occupation : INDOOR \ OUTDOOR (e.g. working inside or outside office)
 Email Address : admin@grandrichconst.com
 Weather & Road Surface : CLEAR & DRY \ RAINING & WET \ AFTER RAIN & WET
 Reporting Type : Reporting Only \ Claim Other Party \ Claim Own Insurance
 Number of Passengers (Including Driver): 01

Was there any video Captured by car camera: YES \ NO
 Exact purpose for which vehicle was being used at time of accident: Private use \ Work Purpose
 Any Injury (If YES, Pls state): Yes

Other Party Driver's Particular (if any)

Vehicle. No: <u>SMN8199E</u>	Vehicle. No: _____
Vehicle Make \Model: _____	Vehicle Make \Model: _____
Name Driver: _____	Name Driver: _____
IC No. Driver/Contact: _____	IC No. Driver/Contact: _____

* **NEW – Passenger's name & gender:**



**Liberty
Insurance.**



Liberty Insurance Pte Ltd
Registration no.199002791D
51 Club Street
#03-00 Liberty House
Singapore 069428
Tel: (65) 6221 8611 Fax: (65) 6225 6890
Website: <http://www.libertyinsurance.com.sg>

CERTIFICATE OF INSURANCE

MOTOR VEHICLES (THIRD-PARTY RISKS AND COMPENSATION) ACT (CHAPTER 189)
MOTOR VEHICLES (THIRD-PARTY RISKS AND COMPENSATION) RULES,1960
ROAD TRANSPORT ACT, 1987 (MALAYSIA)
MOTOR VEHICLES (THIRD-PARTY RISKS) RULES, 1959 (MALAYSIA)

Certificate No	SD20V14842 /VCH /R00
Form	MZ301A
Date Of Issue	18-NOV-2020
1.Index Mark and Registration No. of Vehicle:	YP4838T
2.Chassis number of Vehicle:	FEB21EA20944
3.Name of Policyholder:	GRAND RICH CONSTRUCTION & ENGINEERING PTE. LTD.
4.Effective date of Commencement of Insurance for the purposes of the Act:	21-NOV-2020 00:00 AM
5.Date of Expiry of Insurance:	20-NOV-2021 23:59 PM
6.Persons or Classes of Persons entitled to drive*:	
<p>A) Whilst the vehicle is being used in connection with the Policyholder's business :- Any person provided he is in the Policyholder's employ and is driving on their order or with their permission.</p> <p>B) Whilst the vehicle is being used for social, domestic and pleasure purposes :- Any person who is driving on the Policyholder's order or with their permission.</p> <p>Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.</p> <p>And provided further that the Motor Vehicle is registered under the Road Traffic Act and its registration under the Road Traffic Act has not been cancelled at the time of the accident loss or damage.</p>	
7.Limitations as to use:	
<p>A) Use in connection with the Policyholder's business.</p> <p>B) Use for the carriage of passengers (other than for hire or reward) in connection with the Policyholder's business.</p> <p>C) Use for social, domestic and pleasure purposes.</p>	
8.The Policy does not cover:	
<p>A) Use for racing, pace-making, reliability trials or speed-testing.</p> <p>B) Use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle.</p> <p>C) Use for the carriage of passengers for hire or reward.</p>	
<p>*Limitations rendered inoperative by Section 8 of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act, 1987 are not to be included under these headings.</p>	
<p>I/We hereby certify that the Policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act,1987.</p>	
<p>VIRTUAL INSURANCE AGENCIES PTE LTD 192 Waterloo Street #02-02 Skyline Building, Singapore 187969 Tel: (65) 63380083 Fax: (65) 63380048</p>	<p>For and on behalf of LIBERTY INSURANCE PTE LTD Approved Insurers</p> <p></p> <p>_____ Authorised Signature</p>
For Information only:	
COVERAGE :	Comprehensive,Unlimited Windscreen,Additional Accessories -Hood S1 S\$5,000/-
SUM INSURED:	MARKET VALUE AT THE TIME OF LOSS
EXCESS:	Section I S\$600,Additional Excess - All Claims - Young, Elderly & Inexperienced Drivers S \$3000,Windscreen Excess S\$100
FINANCE COMPANY:	
PRODUCER NAME:	VIRTUAL INSURANCE AGENCIES PTE LTD

PLAS/PLAS/18-NOV-20

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18-NOV-20

www.libertyinsurance.com.sg

Name of Producer: VIRTUAL INSURANCE AGENCIES PTE LTD (A1193)	Cover Note No.: C0111210
Date of Issue: 12 Nov 2020	Quotation/ Proposal/ Policy No.:

The Insured mentioned in the Schedule, having proposed for insurance in respect of the Motor Vehicle described in the Schedule, is hereby HELD COVERED under the terms of the Company's usual form of Motor Policy applicable thereto for the period mentioned in the Schedule unless the cover be terminated by the Company by notice in writing in which case the insurance will thereupon cease and a proportionate part of the annual premium payable for such insurance will be charged for the time the Company has been on risk.

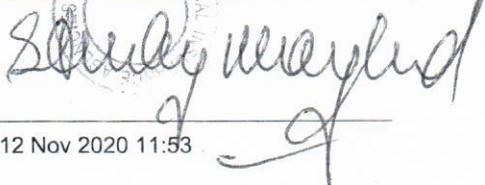
Details of Schedule

Name of Insured:	GRAND RICH CONSTRUCTION & ENGINEERING PTE LTD	
Period of Insurance:	From: 21 Nov 2020 00:00	To: 20 Nov 2021 23:59
Registration No.:	YP4838T	
Make and Model:	MITSUBISHI CANTER FEB21ER4SDEB (CBU)	
Type of Body:	LORRY WITH HOOD	
Capacity/Tonnage:	2.48	
Year of Manufacture/Registration:	2016/2016	
Chassis No.:	FEB21EA20944	
Engine No.:	4P10C34882	
Sum Insured:	MARKET VALUE AT TIME OF LOSS	
Name of Finance Company:	NA	
Type of Plan:	Comprehensive	
Excess:	AS AGREED	

The Motor Vehicle (Third Party Risks and Compensation) Act (Chapter 189), Motor Vehicles (Third Party Risks and Compensation) Rules, 1960, Road Transport Act, 1987, Road Transport (Amendment) Act 2019, The Motor Vehicles (Third Party Risks) Rules, 1959 and any subsequent revisions to the above Acts and Agreements.

I/We hereby certify that this Cover Note is issued in accordance with the provisions of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987.

Not valid unless counter-signed by authorized person



Date: 12 Nov 2020 11:53



For and on behalf of
LIBERTY INSURANCE PTE LTD

IMPORTANT NOTICE

Administrative Charge is payable for Cover Note issued and Policy not taken up.

Subject to Premium Payment Warranty Clause.

This Cover Note is issued for TEMPORARY USE only and is valid for 30 days from the date of issue, unless replaced by a Certificate of Insurance issued by the Company.

Zhi Cong
(Steven)



**Liberty
Insurance.**

Liberty Insurance Pte Ltd
Registration no. 199002791D
51 Club Street
#03-00 Liberty House
Singapore 069428
Tel: (65) 6221 8611 Fax: (65) 6225 6890
Website: <http://www.libertyinsurance.com.sg>
GST REGISTRATION NO.
M2-0093571-3

Tax Invoice/Debit Note

Class of Policy	COMMERCIAL VEH-HIRE USE	Policy No	SD20V14842 / R 0
Name and Address of the Insured		C/N or Endt No or Prev.Pol	
GRAND RICH CONSTRUCTION & ENGINEERING PTE. LTD. 41 SUNGAI KADUT STREET 6 SUNGAI KADUT INDUSTRIAL ESTATE SINGAPORE 728871		Account No.	A1193
		Date of Issue	18-NOV-20
		Period of Insurance	
		From	21 NOV 20
		To	20 NOV 21
Both Dates Inclusive			
Description of Goods or Services:			
COMMERCIAL VEH-HIRE USE INSURANCE			
Gross Premium		\$ 1,261.68	
GST Amount		\$ 88.32	
Net Premium		\$ 1,350.00	
(SINGAPORE DOLLAR)			
No Official receipt will be issued for payment by cheque.			
This is a computer-generated document and it does not require a signature. This document shall not be invalidated solely on the ground that it is not signed..			

PLAS/PLAS/18-NOV-20

S1_CI_T1_T3_OE_Template2-Ver1. 18-NOV-20

VIRTUAL INSURANCE AGENCIES PTE LTD
192 Waterloo Street #02-02
Skyline Building, Singapore 187106
Tel: (65) 63380053 Fax: (65) 63380048

THE SCHEDULE

COMMERCIAL VEH-HIRE USE (Comprehensive) Policy Number SD20V14842 / VCH / R00			
Name and Address of Insured GRAND RICH CONSTRUCTION & ENGINEERING PTE. LTD. 41 SUNGEI KADUT STREET 6 SUNGEI KADUT INDUSTRIAL ESTATE SINGAPORE 728871		Replacing No. Account No. A1193 Registration No. YP4838T Type of Body LORRY Capacity/Tonnage 2.48 Tons Engine No. 4P10C34882 Chassis No. FEB21EA20944 Seating Capacity 2 including driver Year of Mfg/Reg 2016/2016 Make / Model MITSUBISHI CANTER FEB21ER4SDEB (CBU)	
Profession or Business BUILDING CONSTRUCTION		Hire Purchase Owner/Leasing Company	
Period of Insurance (Both Dates Inclusive) From 21-NOV-20 To 20-NOV-21		Sum Insured Market value at the time of loss	
Named Drivers: AS INDICATED IN THE CI			
Excess Section I - SGD 600, Additional Excess - All Claims - Young, Elderly & Inexperienced Drivers - SGD 3000, Windscreen Excess - SGD 100		Extra Coverage Additional Accessories -Hood SI S\$5,000/- SGD 50.00, Unlimited Windscreen	
Subject to the following Operative Endorsement attached: V0001, V0010, V0011, V0012, V0013, V0054, V0095, V0097, V0108, V0153, V0233, V0244, V0281, V0288, Z011			
THE POLICY'S PREMIUM (IN SINGAPORE DOLLAR)			
Basic Premium	NCD	Fleet / Other Discounts	Good Driver Discount
1,514.60	302.92 (20%)	0.00	0.00 (0%)
Extra Premium	Sub Total	GST	Total Premium Payable
50.00	1,261.68	88.32 (7.00%)	1,350.00
This Schedule replaces any previous Schedule. This Schedule and Policy are to be read together as one contract. Person or classes of persons entitled to drive and limitation as to use, are as specified in the Certificate of Insurance issued in relation to this policy.		SINGAPORE For and on behalf of LIBERTY INSURANCE PTE LTD Approved Insurers  _____ Authorised Signature	

OPERATIVE ENDORSEMENT**Class : MOTOR****THE FOLLOWING CLAUSES AND ENDORSEMENTS APPLY:**

- 1 V0001 **GENERAL EXCESS**
It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insured in respect of each and every event shall be responsible for the amount specified in the Schedule under the heading "Excess" (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 incurred by the Company in the exercise of its discretion under Condition 5 of this Policy. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the insured to the Company forthwith. For the purpose 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. The Excess is subject to Goods & Services Tax (GST) if applicable.
- 1 V0010 **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 minimising the consequences of such disturbance
(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.
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 rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of 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.
- 1 V0011 **FLOOD AND OTHER SPECIAL PERILS**
It is hereby understood and agreed that the following shall be deemed to be added to Section 1 - 1 of this Policy after the word "thereon" by flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature. It is further understood and agreed that the words mentioned in General Exceptions 2(d) of this Policy are deemed to be deleted.
- 1 V0012 **LEGAL LIABILITY OF PASSENGERS FOR ACTS OF NEGLIGENCE**
It is hereby understood and agreed that the Company will at the request of the Insured indemnify in terms of Section II of this Policy any person mounting into dismounting from or travelling in the Motor Vehicle such person being hereinafter called "the Passenger" provided that:
the Passenger:
(i) is not driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving
(ii) is not entitled to indemnity under any other Policy
(iii) shall as though he was the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
EXCEPTIONS
The Company shall not be liable in respect of
(a) death of or bodily injury to
(i) the Insured,
(ii) any person driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving,
(iii) any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment.
(b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle.
- 1 V0013 **BREAKAGE OF GLASS IN WINDSCREEN OR WINDOWS OR SUNROOF**
The indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured

OPERATIVE ENDORSEMENT**Class : MOTOR****THE FOLLOWING CLAUSES AND ENDORSEMENTS APPLY:**

for the cost of reinstating any glass in the windscreen, sunroof or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to the amount stated in the Schedule under the heading "Extra Coverage - Windscreen" and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause. For the purpose of this Endorsement any requirement in this Policy or any Endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect except for the Windscreen Excess. Provided that following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional premium paid or a Windscreen Excess is applicable under the policy.

1 V0054

EQUIPMENT/ACCESSORIES ENDORSEMENT

In consideration of the payment of an additional premium, it is hereby declared and agreed that this Policy is extended to cover the following:-

Item : Hood being mounted on the vehicle

Sum Insured : S\$5,000.00

Excess : S\$500.00 each and every loss

Provided always that the insured item attached to the vehicle meets with the legal requirements imposed by the Land Transport Authority or relevant government regulatory bodies.

Subject otherwise to the terms, conditions and exceptions of the Policy.

1 V0095

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

It is hereby noted and agreed that 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.

1 V0097

MARKET VALUE FOR THE PURPOSE OF TOTAL LOSS SETTLEMENT

It is hereby understood and agreed that in the event of any claim arising under Section I of the Policy the Company may at its own option settle claim on total loss basis and pay the Insured the prevailing market value of the Motor Vehicle at the time of the loss or damage inclusive of the residual value of COE/PARF Value if the Motor Vehicle is insured with COE/PARF Value. Market Value shall mean the cost of replacing the motor vehicle with a vehicle of the same make and model similar in condition, specification and age of the Motor Vehicle immediately prior to the accident. The market value will be subject to the Excess applicable under the Policy and the Insured shall surrender the vehicle, the Vehicle Registration Card, the Certificate of Entitlement and Certificate of Insurance to the Company.

1 V0108

ACCIDENT REPAIRS CLAUSE

It is hereby understood and agreed that all accident repair of the Motor Vehicle must be carried out by

(a) Manufacturer's appointed workshop if the Motor Vehicle is within the manufacturer's warranty (except extended warranty) period at the time of the accident, or,

(b) Any of the Preferred Workshops or repairers appointed by the Company

The Company will not be liable to the cost of any accident repairs to the Motor Vehicle carried out by any other workshops or repairers.

Subject otherwise to the Terms and Conditions of this Policy.

1 V0153

PREMIUM PAYMENT WARRANTY

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:-

a. Inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
b. Effective date of each Endorsement, if any, issued 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, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;

b. The deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

c. The Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S \$25.00.

3. If the period of insurance is less than 60 days, any premium due must be paid and actually

OPERATIVE ENDORSEMENT**Class : MOTOR****THE FOLLOWING CLAUSES AND ENDORSEMENTS APPLY:**

received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

1 V0233

NOTIFICATION CLAUSE (1.6.08)

Notwithstanding anything to the contrary as stated in the Policy, it is hereby declared and agreed that:

a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.

b) In case of theft or other criminal act which may give rise to a claim under this policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.

c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence.

This condition 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 1 and Section 2 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.

NCD-PRIVATE VEHICLES

Current	Upon Renewal (Non-Reporting)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

NCD-MOTORCYCLES AND COMMERCIAL VEHICLES

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.

1 V0244

ADDITIONAL EXCLUSION CLAUSE (2004)

The Company shall not be liable in respect of any accident loss damage or liability caused sustained or incurred out of the ownership, operation, maintenance or use of any vehicles the principal use of which is:

1. The transportation of high explosives, such as nitroglycerine, dynamite or any other similar explosive;
 2. Bulk transportation of liquefied petroleum or gasoline;
 3. The transportation of chemicals or gases in liquid, compressed or gaseous form;
 4. The transportation of hazardous waste.
- Item 2 & 3 are not applicable where insured's main occupation is not considered as such.
- hazardous waste means unusable by-products from any chemical and metal-processing

OPERATIVE ENDORSEMENT**Class : MOTOR****THE FOLLOWING CLAUSES AND ENDORSEMENTS APPLY:**

- operations which contain toxic or polluting materials.
- 1 V0281 **MODIFICATION TO MOTOR VEHICLE**
It is hereby understood and agreed that this Policy does not cover any accident, loss, damage, injury or liability when your Motor Vehicle is being used or driven with modifications made without the approval of the Land Transport Authority, in accordance with the Road Traffic (Motor Vehicles, Registration and Licensing) Rules or by any relevant regulatory authority.
- All modifications must be declared to and approved by the Company and details of such modifications must be endorsed under the Policy.
- Subject otherwise to the terms exceptions and conditions of the Policy.
- 1 V0288 **YOUNG, ELDERLY AND INEXPERIENCED DRIVERS EXCESS (ALL CLAIMS)**
Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that in the event of each and every claim arising under this Policy a further excess of S\$3,000/- All Claims shall apply, in addition to the amount of excess stated in the Schedule, when at the time of an accident the Motor Vehicle is driven by:
- (a) any person who is below 24 years of age or 70 years and above
(b) any person who holds a Qualified Driving Licence for less than 24 months (regardless of age)
- Subject otherwise to the Terms and Conditions of this Policy.
- 1 Z011 **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. 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).

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Commercial Vehicle Policy Wordings

Please read this insurance Policy carefully to ensure that you understand the terms and conditions and that this Policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.

Introduction

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 Liberty Insurance 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 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)

Loss or Damage

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon
 - a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
 - b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
 - c) by malicious act
 - d) whilst in transit (including the processes of loading and unloading incidental to such transit) by
 - i) road rail inland water (excluding transit between Singapore and its offshore islands) lift or elevator

Commercial Vehicle

- ii) direct sea route but only across the straits between the island of Penang and the mainland of West Malaysia or across the straits between Changi Point, Singapore and Tanjung Berlungkor, Johor
2. At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.

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 price last obtained 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 any relative import duty

- b) the reasonable cost of fitting such part

3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to a limit of S\$300 bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.
4. The Insured may 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 S\$300
 - b) a detailed estimate of the cost is forwarded to the Company without delay
5. 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 in full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be construed as constituting the Insured an agent or trustee for the Owner(s) or as an assignment (whether legal or equitable) by the Insured to the Owner(s) 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 attached to or on the Motor Vehicle
- (iv) damage to tyres unless the Motor Vehicle is damaged at the same time

Liability to Third Parties

1. The Company will 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 subject to a limit of S\$500,000 in respect of any one claim or series of claims arising out of one event
2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorized Driver who is driving the Motor Vehicle provided that such Authorized Driver
 - (i) shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply
 - (ii) is not entitled to indemnity under any other policy

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply.
4. The Company will pay all costs and expenses incurred with its written consent.
5. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
6. The Company may at its own option
 - a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
 - b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section

Exceptions to Section II

- The Company shall not be liable in respect of
- (i) death bodily injury or damage caused or arising beyond the limits of any carriage-way or thorough-fare 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

Commercial Vehicle

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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); Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960; Road Transport Act, 1987 (Malaysia); Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia) (the reference to Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 78, 79 and 80 of the Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Singapore Act).

Authorized Driver & Limitations as to Use

As described in the Certificate of 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

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- (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 judgments 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

Towing Disabled Vehicles

III

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

- a) such towed vehicle is not towed for reward

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

No-Claim Discount

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

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

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

If more than one motor vehicle is described in the Schedule the No-Claim Discount shall be applied

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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

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 the West Malaysia or the Republic of Singapore.

Avoidance of Certain Terms & Right of Recovery

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

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

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- 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 Authorized Driver
 - iii) being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of intoxicating liquor or drugs. Any conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act (Chapter 276) and/or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (b) (iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this policy
 - 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 canceled

Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act passed 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 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 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 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

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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 caused sustained or incurred whilst the vehicle is being used Airside at any airport or aerodrome. The term "used Airside" shall mean the manoeuvring 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.

War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense 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;

- (1) 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; or
- (2) Any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in

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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 endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above

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

IT Clarification Clause

Property damage covered under this policy 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 Policy.

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

Nuclear Energy Exclusion Clause

This Policy shall exclude nuclear energy risks. For all purposes of this Policy nuclear energy risks shall mean:

- (1) All Property on the site of a nuclear power station, Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station
- (2) All Property on any site including but not limited to the sites referred to in (1) above used or having been used for
 - a) the generation of nuclear energy or
 - b) the Production, Use or Storage of Nuclear Material
- (3) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association
- (4) The supply of goods and services to any of the sites, described in (1) to (3) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include:

1. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (1) to (3) above (including contractors' plant and equipment)

- ii) Any Machinery Breakdown or other Engineering Insurance not coming within the scope of (1) above

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance whatsoever in respect of:
 - a) Nuclear Material
 - b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association
- (2) The provision of any insurance for the undernoted perils:
 - a) fire, lightning, explosion
 - b) earthquake
 - c) aircraft and other aerial devices or articles dropped therefrom
 - d) irradiation and radioactive contamination
 - e) any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor,

either alone or in combination with some other material, and

- ii) Radioactive Products or Waste

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- i) Any Nuclear Reactor
- ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material

"Property" shall mean all land, buildings, structures, plant, equipment vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not

"High Radioactivity Zone or Area" means:

- i) For nuclear power stations and Nuclear Reactors, the vessel or structure which

immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and

- ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield

Radioactive Exclusion

Any loss, damage, cost or expense 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:

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

Asbestos Exclusion

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or contributed to or aggravated by asbestos in whatever form or quantity.

Seepage Pollution & Contamination Clause (NMA 1685) Sudden and Accidental

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is hereby noted and agreed that this Policy does not cover liability in respect of:

1. personal injury or bodily injury or loss of, damage to, or loss of use of property directly

or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening

2. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended or unexpected happening
3. fines, penalties, punitive or exemplary damages

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

Conditions

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or

damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof 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.

4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest, fatal enquiry or offer of composition in connection with any such occurrence. In case of theft, or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

5. a) No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to take over and conduct in the name of the Insured or such person the defence or settlement of any claim; prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise, and/or conduct and settle proceedings as it sees fit.

The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by providing all such information and assistance as the Company may require, allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an indemnity under this policy for the damage to the Motor Vehicle insured.

- b) In case damage to the Motor Vehicle insured is indemnifiable by this policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds \$300 in total.
6. At any time after the happening of any event giving rise to a claim or series of claims under Section II-1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II-1(b) and relinquish the conduct of any defence settlement or 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. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force

Company's Short Period Rates	
Period of Insurance	Short Period Premium Charged as Percentage (%) of the Annual Premium
Not exceeding 1 week	12.5%
Not exceeding 1 month	25%
Not exceeding 2 months	37.5%
Not exceeding 3 months	50%
Not exceeding 4 months	62.5%
Not exceeding 6 months	75%
Not exceeding 8 months	87.5%
Exceeding 8 months	Full Annual Premium

8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its 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 proviso (ii) of Section II-2 of this Policy.

9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing 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 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.

10. 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.

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 incept