GST Reg No.: F0-0005635-C

# **CERTIFICATE OF INSURANCE**

MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) ACT (CAP 189) REPUBLIC OF SINGAPORE. MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) RULES 1960 (REPUBLIC OF SINGAPORE). ROAD TRANSPORT ACT 1987 (MALAYSIA). ROAD TRANSPORT (AMENDMENT) ACT 2019 (MALAYSIA).

THE MOTOR VEHICLES (THIRD PARTY RISKS) RULES, 1959 (MALAYSIA).

Certificate No.: Z20VC05006191 Type of Cover: THIRD PARTY

1. Index Mark and Vehicle Registration Number HYUNDAI H1 STAREX 2.5 CRDI MT ABS AIRBAG 2WD

- GBE2219Z

2. Name of Policy Holder 3K EXPRESS SERVICE

Effective Date of the Commencement of Insurance 03/10/2020

for the purpose of the Act

4. Date of Expiry of the Insurance 02/10/2021

5. Person To Drive

(A) THE POLICYHOLDER.

(B) ANY OTHER PERSON WHO IS DRIVING ON THE POLICYHOLDER'S ORDER OR WITH HIS/THEIR PERMISSION.

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.

6. Limitations as to use

USE IN CONNECTION WITH THE POLICYHOLDER'S BUSINESS.

USE FOR THE CARRIAGE OF PASSENGERS (OTHER THAN FOR HIRE OR REWARD)IN CONNECTION WITH THE POLICYHOLDER'S BUSINESS.

USE FOR SOCIAL, DOMESTIC AND PLEASURE PURPOSES.

THE POLICY DOES NOT COVER:-

USE FOR HIRE OR REWARD OR FOR RACING, PACEMAKING, RELIABILITY TRIALOR SPEED TESTING.

USE WHILST DRAWING A TRAILER EXCEPT THE TOWING OF ANY ONE DISABLED MECHANICALLY PROPELLED VEHICLE.

\* Limitations rendered inoperative by Section 95 of the Road Transport Act 1987 (Malaysia) or Section 8 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore are not included under heading.

I/WE hereby certify that this covering Note is issued in accordance with the provisions of Part IV of the Road Transport Act 1987 (Malaysia) and Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) Republic of Singapore.

CHIEF EXECUTIVE (Singapore Branch)

User ID: PI2436 Date Issued: 24/09/2020

	TAX INVOICE		
Name	: 3K EXPRESS SERVICE	Date	: 24/09/2020
Address	: 154 BISHAN STREET 13 #02-26 SINGAPORE 570154		
Account No Class of Policy Invoice No./Policy No. Vehicle Number Period of Insurance	<ul> <li>: Z70485(D)</li> <li>: COMMERCIAL VEHICLE</li> <li>: Z20VC05006191</li> <li>: GBE2219Z</li> <li>: 03/10/2020 To 02/10/2021</li> </ul>	Sum Insured	: NOT APPLICABLE
<ul><li>(a) Gross Premium</li><li>(b) Goods and Services Tax</li><li>(c) Total Due</li></ul>	7.00%	: : : <u></u>	\$\$ 1,942.28 135.96 2,078.24
CHIEF EXECUTIVE (Singapore Branch)			
CASH BEFORE COVER REGULAT	IMPORTANT NOTE TION (MOTOR) SECTION 141 OF THE INSURANCE ACT 1996 WHERE NO CC ACCORDANCE WITH THE REGULATION ISSUED UNDER		JM HAD BEEN PAID IN
***************************************			
Please complete and return the f	PARTICULARS OF PAYMENT Following payment slip together with the cheque as sta		
Invoice No./Policy No Name of Bank and Place	: Z20VC05006191	accu.	
Cheque No Amount	: :		
Date :			

# LONPAC INSURANCE BHD (S98FC5635C)

Singapore Office: 300, Beach Road #17-04/07, The Concourse, Singapore 199555. Tel: (65) 6250 7388 Fax: (65) 6296 3767 Website: www.lonpac.com.sg GST Reg No.: F0-0005635-C

# THE SCHEDULE

**Class of Policy** : COMMERCIAL VEHICLE Policy No. : Z20VC05006191

: 3K EXPRESS SERVICE **Type of Cover** : THIRD PARTY Insured

Replacing CN/Policy No. **Address** 154 BISHAN STREET 13 #02-26

SINGAPORE 570154

LOGISTICS COMPANIES / FREIGHT FORWARDING / TRANSPORTATION Nature of **Account No** : Z70485(D) **Business** 

## **Period of Insurance**

Seating Capacity

(a) From 03/10/2020 To 02/10/2021 (both dates inclusive)

(b) Any subsequent period for which the Insured shall pay and the Company shall agree to accept a renewal premium.

#### **Description of Vehicle** The Policy's Premium

Vehicle/Trailer Regn. : GBE2219Z Amount **Premium Component** Total (S\$) (S\$)

Make & Model of HYUNDAI H1 STAREX 2.5 CRDI **Basic Premium** 1,942.28 MT ABS AIRBAG 2WD Vehicle

Premium After Discount 1,942.28 Type of Body : VAN

**Gross Premium** 1,942.28 D4CBF840015

**Engine No Actual Gross Premium** 1,942.28

Chassis No KMFWBX7KLGU773693 **GST** 7.00% 135.96

Year of Registration 2015

**Total Premium Payable** 

Tonnage 1.36

: NOT APPLICABLE Sum Insured

2

2,078.24

Tel: (65) 6250 7388 Fax: (65) 6296 3767 Website: www.lonpac.com.sg

GST Reg No.: F0-0005635-C

Class of Policy : COMMERCIAL VEHICLE Policy No. : Z20VC05006191

Named Drivers : 1. ALL AUTHORISED DRIVER

This Policy is subject to the following endorsements, clauses, warranties, and/or Special Exclusion(s) as printed in this Policy or added thereon or attached thereto and forming part of this Policy.

1) ENDORSEMENT 3(p) - THIRD PARTY ONLY

2) ENDORSEMENT NO. 72 - LEGAL LIABILITY OF PASSENGERS FOR ACTS OF NEGLIGENCE

LONPAC INSURANCE BHD

CHIEF EXECUTIVE (Singapore Branch)

User ID : PI2436

Date Issued : 2020-09-24 16:47:41.363

# **PRIVACY POLICY**

For information on our privacy policy, please visit our website https://www.lonpac.com.sg/home/privacy-policy

LIST OF ACCIDENT REPORTING CENTRES AND AUTHORISED WORKSHOPS

# **FOR ACCIDENT REPAIRS**

Authorised Workshops	Type of Repair	Contact	Contact Person(s)
Lai Huat (Meng Kee) Motor Pte Ltd			
160 Sin Ming Drive #04-01/02/03 Sin Ming Autocity Singapore 575722	Private vehicle Commercial vehicle (max 14 footer)	6453 8110 (24-Hour Helpline) 6453 3757 deborah.lai@laihuat.com.sg (Fax: 6459 6267)	Mr Tan Ngak Meng Mr Jason Tan
S & H Motor Pte Ltd			
160 Sin Ming Drive #07-02 Sin Ming Autocity Singapore 575722	Private vehicle Commercial vehicle	6453 4730 (24-Hour Helpline) enquiry@sh-motor.com (Fax: 6457 1931)	Mr C.S. Lum (HP : 9670 5031) Ms Doris Ang
Poon Poong Motors Pte Ltd			
Blk 176 Sin Ming Drive #05-15 Sin Ming Autocare Singapore 575721	Private vehicle Commercial vehicle	6453 2235 (24-Hour Helpline) 6457 8186 ppmsgp@gmail.com (Fax: 6452 0022)	Mr Henry Khoo Ms Christine Chan Ms Angeline Wong
K Kim Hin Auto Pte Ltd			
160 Sin Ming Drive #02-20 Sin Ming Autocity Singapore 575722	Private vehicle Commercial vehicle	9622 2116 (24-Hour Helpline) 6452 7018 or 9664 5117 service@kkimhin.com.sg (Fax: 6454 9575)	Mr Khong Ah Heng Ms Sandra Khong
World Auto Pte Ltd			
No.5 Kim Chuan Lane Singapore 537070	Private vehicle Commercial vehicle (max 10 footer)	6451 3933 (24-Hour Helpline) worldaut@singnet.com.sg (Fax: 6455 7576)	Mr Tan Mrs Shirley Tan
Mova Automotive Pte Ltd  i) Blk 1008 Bukit Merah Lane 3 #01-04/06/08 Singapore 159722  ii) 15 Fan Yoong Road	Private vehicle Private vehicle	9799 8888 (24-Hour Helpline) 6272 3892 vivianwkl@mova.com.sgor suann@mova.com.sg (Fax: 6270 8314) 9799 8888 (24-Hour Helpline)	Ms Vivian / Su Ann
Singapore 629792	Commercial vehicle	kheng@mova.com.sg (Fax: 6264 3151)	Mr Yeo

PD/ARCList/20190822 Page **1** of **4** 

Authorised Workshops	Type of Repair	Contact	Contact Person(s)
Cheng Hoe Motor Pte Ltd			
i) Blk 1019 Yishun Industrial Park A #01-374 Singapore 768761	Private Vehicle Commercial Vehicle	6755 6142 (24-Hour Helpline) <u>chmotor@singnet.com.sg</u> (Fax: 6755 7719)	Mr Ang Cheng Ho Ms June Phua
ii) 10 Ang Mo Kio Industrial Park 2A #01-04 Ang Mo Kio Autopoint Singapore 568047	Private Vehicle Commercial Vehicle	6481 2001	
iii) 38 Woodlands Industrial Park E1 #05-04/05 Singapore 757700	Private Vehicle Commercial Vehicle	6765 6142	
Falcon-Air Auto Services Pte Ltd			
i) Blk 176 Sin Ming Drive #01-06 Sin Ming Autocare Singapore 575721	Private Vehicle Commercial Vehicle	6459 2552 (24-Hour Helpline) 6452 0880 or 6458 0880 lynn@falconair.com.sg johnng@falconair.com.sg francisng@falconair.com.sg (Fax: 6454 7862)	Mr Francis Ng Ms Lynn Teo Ms Florence Loh
ii) Blk 9006 Tampines St 93 #01-200 Singapore 528840	Private Vehicle Commercial Vehicle	6789 7997	Ms Janet
iii) No. 8 Pandan Loop (Blk K / Blk 1) Singapore 128226	Private Vehicle Commercial Vehicle	6779 5665 (Fax: 6779 1110)	Mr Andy Ms Siew Ting
KanFook Sing Motor Workshop			
i) No. 61 Defu Lane 12 Singapore 539147	Commercial Vehicle (max 24 footer)	6747 9560 (24-Hour Helpline)  rvan@kanfs.net (Fax: 6748 1006)	Mr Ryan Kan (HP : 9693 5920)
ii) No. 1 Kaki Bukit Ave 6 #01-108/13/14Auto Bay @ Kaki Bukit Singapore 417883	Private Vehicle	6743 5344 (24-Hour Helpline) patricia@kanfs.net (Fax: 6481 8683)	Ms Patricia Kan (HP : 9729 0036)
Hua Hong Pte Ltd  25D Sungei Kadut Street 1 Singapore 729332	Private Vehicle & Commercial Vehicle	6661 9688 (24-Hour Helpline) claims@huahong.com.sg (Fax: 66619699)	Mrs Tan

PD/ARCList/20190822 Page **2** of **4** 

Authorised Workshops	Type of Repair	Contact	Contact Person(s)
Modern Automotive Pte Ltd			
Blk 3023A Ubi Road 1 #01-58 Singapore 408717	Private Vehicle Commercial Vehicle (small vans)	6747 4422 (24-Hour Helpline) 6747 0280 6748 4422 (Claims) chin@modernautomotive.com.sg admin@modernautomotive.com.sg (Fax: 6747 6720)	Mr Jack Ho Ms Grace Chin
SME Motor Pte Ltd			
No.1 Kaki Bukit Ave 6, Blk D #02-15/17 Auto Bay @ Kaki Bukit Singapore 417883	Private Vehicle Commercial Vehicle (max 14 footer)	6747 6106 (24-Hour Helpline) frankie.seah@smemotor.com.sg service@smemotor.com.sg (Fax: 6744 2368)	Mr Frankie Seah Ms Lillian Ho Ms Jenny Ho
Specialist Motor Pte Ltd			
Blk 3018A Ubi Road 1 #01-24/26 Singapore 408711	Private Vehicle Commercial Vehicle (max 14 footer)	9747 2112 (24-Hour Helpline) 6747 2112 cardoc@singnet.com.sg (Fax: 6743 8032)	Ms Karen Ong
Woon Meng Motor Pte Ltd			
i)50 Bukit Batok St 23 #01-06 Midview Building Singapore 659578	Private Vehicle Commercial Vehicle	9730 2017 (24-Hour Helpline) 6316 1131 or 6315 1151 woonmeng@singnet.com.sg (Fax: 6316 7050)	Ms Heng Mr Chong
ii) 42 Sungei Kadut Avenue Singapore 729054 (No accident reporting services)	Commercial vehicle Private Vehicle	6362 8523	
VAC Auto Centre Pte Ltd			
1 Kaki Bukit Ave 6 #02-11 Auto Bay @ Kaki Bukit Singapore 417883	Private Vehicle Commercial Vehicle	8618 8008  vacauto@singnet.com.sg  (Fax: 6636 5355)	Mr Victor Lim (HP : 9631 2535) Mr James Lau (HP : 9760 2844)
Wah Hong Motors & Credit Pte Itd  38 Toh Guan Road East #01-57 Enterprise Hub Singapore 608581	Private Vehicle Commercial Vehicle	6773 7377 (24-Hour Helpline) michael@wahhong.sg nicholas@wahhong.sg siewchin@wahhong.sg (Fax: 6896 6321)	Mr Michael Tee Mr Nicholas Tee Ms Kong Siew Chin

PD/ARCList/20190822 Page **3** of **4** 

# FOR ACCIDENT REPORTING SERVICES

Authorised Reporting Centre	Type of service	Contact	Contact Person(s)
National Assessment Centre Services i) 51 Ubi Avenue 1 #01-25 Paya Ubi Industrial Park Singapore 408933	Accident reporting only	6841 0051 (Fax : 6841 6315)	Ms Roslinda Mr Shan Hui
ii) Blk 1007 Bukit Merah Lane 3 #01-11 Singapore 159721	Accident reporting only	6898 0055 (Fax : 6271 8802)	Mr Rosli Ms Hsiao Tong

PD/ARCList/20190822 Page **4** of **4** 

# COMMERCIAL VEHICLE POLICY

# **OUR AGREEMENT**

In consideration of **you** having applied to **us** to insure **your vehicle** by a proposal and declaration which shall be the basis of this contract and having paid to **us** the premium stated in the **Policy** Schedule in accordance with the laws of Singapore, **We** will indemnify **you** against loss, damage or liability as described in this **Policy** occurring during the **Period of insurance** subject to the terms, conditions, **endorsements**, clauses or warranties forming part of this **Policy**.

# SECTION 1 – LOSS OR DAMAGE TO YOUR VEHICLE

- 1. We will indemnify You for the loss or damage to your vehicle and its accessories as a result of :
  - Accidental collision or overturning;
  - Fire, external explosion, self-ignition, lightning;
  - Burglary, theft, housebreaking or impact by falling objects;
  - Malicious act;
  - Flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsions of nature.
- We will at our option, to repair, reinstate, replace or offer a cash settlement for the loss of or damage to your vehicle
  or its accessories. We will not pay more than the market value of your vehicle and its accessories at the time of
  its loss or damage.
- 3. We are only legally accountable for making a payment under this Section if you do the following :
  - We are permitted to examine the nature and extent of the loss or damage to your vehicle before it is being repaired:
  - You have not attempted to recover any monies from any other person.
- 4. If **your vehicle** is under a hire purchase or leasing agreement, **we** will pay any cash settlement to the legal owner of **your vehicle** named in the Schedule.
- 5. If **your vehicle** is immobilised as a result damage from an accident, **we** will pay a reasonable towing charge of up to \$300.
- 6. If your windscreen is damaged due to an accident, we will pay the cost of repair or replacement provided that :
  - The repairs or replacement are carried out at the windscreen repairer we have appointed or approved; and
  - You have informed us prior to any repair or replacement of your windscreen.

However, we will not pay for the cost of any solar film or similar as a result of repair or replacement of the windscreen.

You will bear the Windscreen excess for the amount stated below:

Windscreen		Excess
1st Claim	10 tons and below	S\$100
	Above 10 tons	S\$200
2nd & Subsequent claims	10 tons and below	S\$200
Above 10 tons		S\$400

7. We will not pay for:

PD/vc05/202009/v8 Page **1** of **12** 

- Any loss or damage arising from a criminal breach of trust;
- Consequential losses of any nature;
- Depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages of **your vehicle**; and pre-existing damage that was not caused by or during the accident;
- Any loss of use to **your vehicle** or transport expenses or any losses due to unavailability of spare parts or **accessories**;
- Any loss or damage to personal effects in your vehicle;
- Any loss or damage to accessories not installed by the vehicle distributor or manufacturer;
- Any damage to tyres or rims unless your vehicle has sustained other damage at the same time from the accident;
- Excess, additional excess, unnamed driver excess and Goods & Services Tax (GST), where applicable.
- Any damage and/or loss to your vehicle if your claim is lodged after fourteen (14) days of occurrence of the loss which includes the day of the Accident. The fourteen (14) days grace period is extended to thirty (30) days if you elect to file your Third Party claims with any of our authorised workshop

# **SECTION 2 – YOUR LEGAL LIABILITY TO THIRD PARTIES**

- 1. **We** will indemnify **you** or **your authorised driver** for the amount that **you** or **your authorised driver** are legally liable arising from any accident involving **your vehicle** for the :
  - Death of or bodily injury to any person; and
  - Damage to property up to S\$500,000 for any one claim or series of claims arising from one event.
- 2. **We** will pay all costs and expense paid or agreed to if **you** have **our** written consent related to any claim under this Section.
- 3. **We** will not be liable for death or bodily injury which **you** can be compensated for under the Work Injury Compensation Act (WICA).
- 4. **We** will not be liable for 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

# **SECTION 3 – TOWING DISABLED VEHICLES**

- 1. **We** will reimburse **you** for any loss or damage under Section 2, if **your vehicle** is towing any disabled vehicle, so long as the vehicle is not towed for reward.
- 2. Any loss or damage to the towed vehicle or property being transported by your vehicle will not be covered.

# **GENERAL CONDITIONS**

## 1. Interpretation

This **Policy** and 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 the **Policy** or of the Schedule shall bear such specific meaning wherever it may appear.

## 2. Written Notice

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

# 3. Maintenance & Care of Your Vehicle

**You** must take all reasonable steps to safeguard **your vehicle** from loss or damage and to maintain it in an efficient and road-worthy condition.

Should **your vehicle** be involved in an accident or breaks down, it must not be left unattended without proper precautions being taken to prevent further loss or damage.

PD/vc05/202009/v8 Page **2** of **12** 

#### 4. Notification of Accident & Claims Procedure

If **your vehicle** is involved in an accident, damaged or lost, (notwithstanding whether it would give rise to a claim, **you** must do the following:

- Report the accident, damage or loss to any one of **our** authorised reporting centres within 24 hours or by the next working day. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition will additionally result in the reduction of **your** No Claim Discount as set out under Clause 9 of "General Conditions".
- Inform **us** immediately about any claim by a third party, or any writ, letters, summons, offer of composition or notice of any other proceedings **you** have received.
- Not admit to any legal responsibility or make any offer or payment of any kind without our written consent.
- In case of theft or other criminal act, you must report to the police and cooperate with us in convicting the offender.

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 **your** claim being denied indemnity under both Sections 1 and 2 of the **Policy** in respect of that particular accident and/or occurrence.

We are entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and you shall give all such information and assistance as we may require.

# 5. Conduct of Legal Proceedings

We are entitled at our discretion to:

- In **your** name or anyone claiming the cover under this **Policy**, take over and conduct the defence or settlement of any claim against **you** or such person;
- In **your** name or the name of such a person, for **our** benefit any claim for loss or damage against any person responsible for the loss or damage.

You must provide us all information, documents and assistance we may require from you, your employees, servants or agents, including any changes in the contact details and have full co-operation and assistance of your authorised driver, including interviews and where necessary, attend court if we request so as to process the claim.

# 6. Condition Precedent (Applicable to New Policy)

The validity of this **Policy** is subject to the Condition Precedent that:-

- a. **you** must not have any **Policy** terminated in the last 12 months due solely or in part to a breach of any premium payment condition;
- b. if **you** have declared to **us** the breach of any premium payment condition in respect of previous **Policy** taken up with another insurer in the last 12 months:
  - i. **you** have to fully pay all outstanding premium for the 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 to **us** before **your Policy** takes effect.

## 7. Observance

Notwithstanding the above, the indemnity afforded under this **policy** shall be forfeited if the circumstances in which the insurance was entered into shall have been altered without notice to **us** and **our** written consent to continue with the insurance.

# 8. Geographical Area

This **Policy** provides cover when **your vehicle** is within the following geographical areas :

- The Republic of Singapore
- West Malaysia
- Part of Thailand within 80 km from the border of West Malaysia

PD/VC05/202009/v8 Page **3** of **12** 

# 9. No-Claim Discount (NCD)

If no claim has been made on this **Policy**, the renewal premium shall be reduced with a discount on **your** premium according to the following scale when **you** renew **your Policy**:

Consecutive number of Accident Free Years	NCD
1 year	10%
2 years	15%
3 years or more	20%

If there is a claim made under the **policy**, the NCD will be revised as follows:

Current NCD	NCD after one claim
20%	0%
15%	0%
10%	0%

If you fail to report an accident under clause 3 of the General Conditions, the NCD will be affected as follows:

Current NCD	NCD upon renewal (non-reporting)
20%	15%
15%	10%
10%	0%

# 10. Other Insurance

If at the time of claim under this **Policy**, there is any other insurance covering the same loss, damage or liability, **we** shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation costs or expenses.

# 11. Jurisdiction & Governing Laws

This **Policy** is governed by the laws of Singapore and future changes to these laws, if any. **We** will not be bound by any judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction of the Republic of Singapore.

# 12. Avoidance of Certain Terms & Right of Recovery

If we are obliged by virtue of the Legislation or 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, or any subsequent changes to any of these laws or agreements, to pay an amount for which we would not otherwise be liable under this **Policy you** shall repay the amount to us.

#### 13. Dispute Resolution

Any dispute or differences arising from or in connection with this **Policy** will be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC). If the dispute cannot be referred to or dealt with in FIDReC, it will be then be referred to and finally resolved by arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre which applies at the time of the dispute.

PD/vC05/202009/v8 Page **4** of **12** 

#### 14. Cancellation of Policy

We may cancel this **Policy** by giving **you** seven (7) days' notice at **your** last known mailing address and **you** must return **your** original certificate of insurance to **us**.

You may also cancel this Policy by contacting us in writing and returning your original certificate of insurance to us.

The premium refund for cancellation of policies will be worked out as follows:

a. When you cancel the Policy:

#### Premium Refund =

0.85 x Premium x the unexpired **period of insurance** (days) ÷ The original **period of insurance** (days)

b. When we cancel the Policy:

#### Premium Refund =

Premium x the unexpired **period of insurance** (days) ÷ The original **period of insurance** (days)

However, no refund will apply when:

- Claim(s) (including windscreen claim(s)) have been made or have arisen under the Policy.
- One or more claims have been paid under or in connection with the **Policy**.
- Your premium refund is less than \$5.

If **your Policy** is cancelled prior to the effective date of the insurance, a minimum premium of S\$50 (inclusive of GST) will be charged

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

- a. Notwithstanding anything herein contained but subject to clause (b) 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 **us** (or the intermediary through whom this **Policy** was effected) within 60 days of the inception date of the coverage under the **Policy**, Renewal Certificate or Cover Note.
- b. In the event that any premium due is not paid and actually received in full by **us** (or the intermediary through whom this **Policy** was effected) within the 60-day period referred to above, then:
  - The cover under the **Policy**, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
  - ii. The automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - iii. We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50.
- c. If the **period of insurance** is less than 60 days, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this **Policy** was effected) within the **period of insurance**.

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

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

PD/vc05/202009/v8 Page **5** of **12** 

# **GENERAL EXCLUSIONS**

## 1. Driving & use of your vehicle

We will not be liable for any accident, loss, damage, injury or liability where your vehicle is being used or driven:

- Outside the Geographical Area
- Outside the 'limitations as to Use' as shown in the Certification of Insurance
- By any person other than the an authorised driver;
- By any person not allowed to drive in accordance with the licensing or other laws or regulations to drive;
- By any person who is trying to hurt himself / herself or with the intent to commit suicide;
- By any person under the influence of intoxicating liquor, alcohol, drugs or medication;
- When it is not registered under the Road Traffic Act, 1970 or when its registration under the Road Traffic Act, 1970 has been cancelled:
- Where it has undergone modifications that have not been approved by the Land Transport Authority (LTA) in accordance with the Road Traffic (Motor Vehicles, registration and Licensing) Rules or by any similar relevant regulatory authority.
- Arising to any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.
- Whilst transporting explosives, liquefied petroleum, gases, inflammable liquids and/or chemicals.

## 2. Vehicle Seating Capacity

**We** will not be liable for any accident, loss, damage, injury or legally responsible if the number of persons (including the driver of the vehicle) in **your vehicle** at the time of the accident exceeds that of its legal seating capacity.

#### 3. Purposeful & deliberate actions or in actions

We will not be liable for any accident, loss, damage, injury or liability if the claim is :

- In any way false or fraudulent in nature;
- Wilfully caused by **you** or anyone with **your** permission or knowledge;
- Exaggerated and/or supported by false declarations and/or documents;
- Result from the breaking of any laws, regulations or rules.

# 4. War Risks

**We** will not be liable for any claims for loss or damage directly or indirectly caused by or owing to war, invasion or any similar events, such as civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

#### 5. Terrorism

**We** will not be liable for any claims for loss or damage directly or indirectly caused by or owing to any **act of terrorism**, including any act of **nuclear**, **chemical or biological terrorism**.

# 6. Nuclear Risks

**We** will not be liable for any claims for loss or damage directly or indirectly caused by or contributed by radioactivity; use of any nuclear fuel, material or waste escaping into the environment.

# 7. Equipment on or attached to your vehicle

We will not be liable:

- For any loss or damage to **equipment** which are attached to **your vehicle** arising from any accident that occurs as a result of the use of the **equipment** or plant attached to **your vehicle**; including but not limited to the costs of repairing and replacing the **equipment**, and any consequential financial loss as a result of its loss or damage.
- For any loss or damage to **your vehicle** arising from any accident occurring from the **equipment**'s use whilst being attached to **your vehicle**.
- For any liability arising from the **equipment**'s use whilst being attached to **your vehicle**, for loss or damage to any third party's property and/or for any death or injury of a third party.

### 8. Third Party Rights

A person who is not a party to this contract of insurance will have no right under the Contracts (Right of Third Parties) Act 2001 (Chapter 53B) and subsequent revisions of the Act, if any, to enforce any of its terms.

# 9. IT Clarification Clause

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

PD/vc05/202009/v8 Page **6** of **12** 

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 the Policy:

- (a) 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 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.
- (b) 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.

# **ENDORSEMENTS**

The following **endorsements** apply where they are identified and stated in the Schedule, subject otherwise to the terms, conditions and exclusions of the **Policy**.

#### Accessories

Notwithstanding anything within contained to the contrary it is hereby declared and agreed that **we** shall not be liable under this **Policy** in respect of loss of or damage to car radios, compact disc players, air-conditioners or any other extra **accessories** or ornaments not fitted by the Manufacturer of the motor vehicle unless such items have been declared to **us** and if required additional premium is paid.

#### **Air-Side Extension**

It is hereby declared and agreed that the **Policy** extends to cover the following:

- 1. The use of **your vehicle** within the airside of Changi Airport and Seletar Airport in Singapore but exclude airport runways
- 2. Third Party property damage and Third Party bodily injury in respect of any one claim or series of claims arising out of one event up to a limit of \$\$500,000 and unlimited respectively.

An additional excess of S\$1,000 each is applicable to each Section (Section 1 &/or Section 2)

Notwithstanding this extension, **Policy** does not cover any loss or damage to aircraft and its cargo and any bodily injury to passengers on aircraft and aircrews. All forms of aviation liabilities are absolutely excluded whether directly or indirectly.

Nothing in this extension is extended to cover any accident, loss or damage or liability of any nature arising out of, on and/or in connection with any area which any aircraft and/or parts of aircraft are in anyway transported and/or moved, whether propelled by its own power or otherwise.

Subject otherwise to the terms, exceptions and conditions of this policy.

#### **Third Party Working Risks**

It is hereby declared and agreed that the **Policy** is extended to cover **Your** liability to others for any loss or damage to property, bodily injury or death arising from any accident that happens while the **equipment** is being used. The limits of indemnity in respect of any one claim or a series of claims arising from any accident are:

- Up to an aggregate limit of \$500,000 for damage to property unless otherwise stated in **Your** Schedule.
- Unlimited for bodily injury or death to any person

An excess of S\$1,000 will apply to each claim or a series of claims arising out of a single accident from the use of the equipment.

Notwithstanding this extension, this policy excludes coverage for any damages to property belonging to insured or held in trust or in care, custody and control of the insured or a member of the insured's household or being conveyed by a motor vehicle.

PD/VC05/202009/v8 Page **7** of **12** 

# **Top-up Third Party Property Damage**

It is hereby declared and agreed that your legal liability to Third Party Property Damage under Section 2 has been increased by an additional S\$500,000.

#### **Claims Option**

It is hereby understood and agreed that in the event of damage occurring to any vehicle in respect of which indemnity is granted by this **Policy**, **we** shall have the option of paying the **market value** of the **your vehicle**, not exceeding the amount insured, and of taking over **your vehicle**, the **Policy** being deemed cancelled without refund of premium as from the date of payment to **you**. Notwithstanding the foregoing **you** may retain **your vehicle**, provided that an amount equal to the highest offer for the wreck is deducted from the amount payable for the total loss.

# Endorsement 3(p) - Third Party Only

It is understood and agreed that Section 1 (& its Exceptions) of this Policy is cancelled.

It is further understood and agreed that the printed wordings of Condition 3 of the **Policy** is also cancelled and is replaced by the following new Condition:

"3. You shall take all reasonable steps to maintain the motor vehicle in efficient condition and we shall have at all times free and full access to examine your vehicle or any part thereof or any driver or employee of the policyholder".

## Endorsement 3(q) - Third Party Fire & Theft

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this **Policy we** shall not be liable hereunder except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary, housebreaking or theft.

## Endorsement No. 7 (b) - Personal Accidents to Authorised Drivers / Unnamed Passengers

It is hereby understood and agreed that the Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by an authorised drivers &/or unnamed Passengers in direct connection with Motor Vehicle and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

		Scale of Compensation
(1)	Death	S\$1,000
(2)	Total and irrecoverable loss of sight in both eyes	S\$2,000
(3)	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	S\$2,000
(4)	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	S\$2,000
(5)	Total and irrecoverable loss of sight in one eye	S\$1,000
(6)	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$1,000
(7)	Total disablement from engaging in or giving any attention to such person's occupation	\$5 per week for a period not exceeding 13 consecutive weeks

# Provided always that:

- (a) Compensation shall be payable under one only of items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$2,000.00 multiplied by the number of passengers specified in the Schedule during any one **period of insurance**.
- (b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (c) Such person is not less than 16 nor more than 65 years of age at the time of such injury.

PD/VC05/202009/V8 Page **8** of **12** 

- (d) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide (whether felonious or not) or attempted suicide physical defeat or infirmity or (2) an accident happening whilst such person in under the influence of intoxicating liquor or drugs.
- (e) Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- (f) If the number of persons (including the driver) in the Motor Vehicle at the time of the occurrence exceeds the number stated as the seating capacity in the Schedule the Company shall be liable only for a pro rata proportion of the compensation which otherwise would be payable.

#### **Endorsement No. 15 - Hire Purchase**

It is hereby understood and agreed that the party named in the Schedule (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 **policyholder** 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 1 of this **Policy** shall be made to the Owners as long as they are the owners of the motor vehicle and their receipt shall be full and final discharge to **us** 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 **you** namely the party named in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this **Policy**. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this **Policy** without **our** prior consent in writing.

## Endorsement No. 18 - Fleet Rated Risks - Cancellation of No Claim Discount (NCD)

It is hereby understood and agreed that the No Claim Discount Clause in this Policy is deemed to be cancelled.

# Endorsement No. 19 (i) - Passenger Risks

It is hereby understood and agreed that notwithstanding anything to the contrary contained in exceptions (b) and (c) to Section II of this **Policy** the Company will indemnify the Insured against liability at law (other than liability under any Workmen's Compensation legislation) for damages and claimants' costs and expenses in respect of death or of bodily injury to any employee of the Insured being carried in or upon or entering or getting on or alighting from but not driving the Motor Vehicle. Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than 11 employees of the Insured (in addition to the driver) the Company shall not be liable for more than a ratable proportion of the total amount payable by reason of this **endorsement** in respect of such accident.

#### **Endorsement No. 26 - Hire Cars**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this **Policy** unless **your vehicle** is being driven by or is for the purpose of being driven by or is for the purpose of being driven by him in **your** charge or a person in **your** employ the **Policy** shall be operative only whilst **your vehicle** is let on hire by **you** to any person (hereinafter called the "Hirer") who:

- (1) shall have entered into a Hire Contract with you
- (2) shall have satisfied you
  - that your vehicle will be driven only by a person duly licensed to drive whose driving license has not been endorsed;
  - (b) that such person has not been refused Motor Insurance or had his insurance policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

Whilst your vehicle is let on hire to the Hirer we shall not be liable:

- for any loss damage or liability due to or arising from theft or conversion by the Hirer;
- if **your vehicle** is used by the Hirer for the carriage of passengers for hire or reward.

It is further understood and agreed that:

- (a) it is a condition precedent to any liability under this **Policy** that the Proposal and Hire Contract shall be the basis of contract expressed in this **endorsement** so far as it relates to the indemnity which is operative whilst **your vehicle** is let on hire to the Hirer
- (b) for the purpose of Section 2 of this **Policy**, **we** will treat as though he were an **authorised driver** the Hirer while not driving **your vehicle**.

PD/vc05/202009/v8 Page **9** of **12** 

## **Endorsement No.30** - Replacement Parts

It is hereby understood and agreed notwithstanding anything to the contrary contained in the **Policy** that in the event of loss or damage to **your 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 under Section 1-2 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's or his Agents for the Country in which the motor vehicle is held for repair or
  - (ii) if no such catalogue or price list exists the price last obtaining at the manufacturer's Work plus the reasonable cost of transport otherwise than by air to the country in which **your vehicle** is held for repair and the amount of the relative import duty;
- (b) the reasonable cost of fitting such part.

We shall be under no liability under the said section to make any payment on the basis that the value or usefulness of the vehicle is lessened or destroyed by reason of the fact that no such part or accessory is out of production and not obtainable.

## Endorsement No.72 - Legal Liability of Passengers for Acts of Negligence

It is hereby understood and agreed that **we** will at the request of the Insured indemnify in terms of Section 2 of this **policy** any person mounting into dismounting from or travelling in **your vehicle** such person being hereinafter called "the Passenger".

Provided that the Passenger:

- (i) is not driving your vehicle or in charge of your vehicle for the purpose of driving;
- (ii) is not entitled to indemnity under any other **Policy**;
- (iii) shall as though he were the **policyholder** observe, fulfil and be subject to the terms of this **Policy** in so far as they can apply.

Exceptions:

We shall not be liable in respect of :

- (a) death of or bodily injury to
  - (i) you;
  - (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 **policyholder** or of the Passenger or being conveyed by **your vehicle**.

### **Excess Clause (Own Damage Claims)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this **Policy** the Insured in respect of each and every event shall be responsible for the first amount specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder.

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 the Motor Vehicle.

This **Endorsement** shall not apply to loss or damage caused by fire external explosion self-ignition or lightning or burglary housebreaking or theft.

# **Excess Clause (Third Party Claims)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 2 of this **Policy** the Insured in respect of each and every event shall be responsible for the first amount specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder (including any payments in respect of cost and expenses and of any expenditure by **us** in the exercise of its discretion under General of this **Policy**).

PD/vC05/202009/v8 Page **10** of **12** 

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by **you** to **us** forthwith.

For the purposes of this **Endorsement** the expression "event" shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this **Policy**.

## **Excess Clause - Young and/or Inexperienced Drivers**

Notwithstanding anything herein contained to the contrary it is hereby declared and agreed that in the event of each and every claim arising under Section 1 of this **Policy**, the amount specified in the Schedule shall apply in addition to any other Excess (es) when at the time of an accident **your vehicle** is driven by a person (whether named or unnamed) who is below 22 years of age and/or has held a driving license for less than 2 years.

This **Endorsement** shall not apply to loss or damage caused by fire external explosion self-ignition or lightning or burglary housebreaking or theft.

# **DEFINITIONS**

**Accessories** refers to all audio, video and other standard equipment fitted into the car by the manufacturer or distributor at the tie your car was originally bought. These standard fittings are covered under the Policy.

**Act of terrorism** refers to an act (which may not necessarily involve the use of force or violence) by any person or group, committed for political, religious, ideological or other purposes, with the aim of influencing the government or to put the public, or section of the public in fear.

**Additional excess** refers to the amount that you have to bear, in addition to the excess shown in the Schedule or Certificate of Insurance when you make a claim on the Policy.

Application form refers to the application form completed and signed by you for a motor insurance policy.

**Authorised driver** refers to any person driving your vehicle on your order or with your permission. The person must have a valid driving licence driving to drive in Singapore who is not under any suspension or disqualification by law to drive.

**Biological agent** refers to any pathogenic micro-organism or biologically produced poison including genetically modified and chemically synthesized toxins which cause illness or death in people, animals or plants.

**Chemical agent** refers to any compound which, when released into the atmosphere, produces damaging or lethal effects on people, animals, plants and physical property.

**Endorsement** refers to a clause or clauses under which we may make changes to the cover we provide. The endorsement which applies to your Policy is printed on the schedule or certificate of Insurance.

**Equipment** refers to any plant, equipment, machinery or tool which is installed to or attached to the insured vehicle for purposes other than to help you drive your vehicle.

**Excess** refers to the amount printed on the Schedule or Certificate of Insurance which you must bear for every accident claim under the Policy. This is subject to GST.

**Market value** refers to the cost of replacing your vehicle with one of similar specifications (i.e. make and model), similar condition and age as prevailing immediately before the time of the loss or accident.

Named Driver refers to the drivers named in the Schedule or Certificate of Insurance

**Nuclear, chemical or biological terrorism** refers to the utilisation of any nuclear device or releasing any solid, liquid or gas chemical agent during an act of terrorism.

**Period of insurance** refers to the period of time of insurance which your vehicle is insured under the Policy as printed on the Schedule or Certificate of Insurance.

**Policy** refers collectively to this Policy, your application form, your declarations, the Schedule, the Certificate of Insurance and any endorsements we have issued under this Policy.

PD/vc05/202009/v8 Page **11** of **12** 

We, our, us refers to Lonpac Insurance Bhd.

Windscreen refers to the front, side, rear and quarter glass, but excluding the sunroof or roof make of glass of the vehicle.

You or your or policyholder refers to the Company or person named in the Schedule and Certificate of Insurance and under whom the Policy has been issued to.

**Young and/or Inexperienced driver** refers to anyone who is below 22 years of age and/or holder of a driving licence for not longer than 2 years.

Your vehicle refers to the vehicle which is described in the Schedule or Certificate of Insurance.

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 BENEFIT FROM YOUR POLICY.

# **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 Lonpac Insurance Bhd or visit the GIA/LIA or SDIC web-sites at www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg

PD/VC05/202009/v8 Page **12** of **12**