

Private Motor Car Insurance Policy

IMPORTANT NOTICE

- 1) STATEMENT Pursuant to Section 25(5) of the Insurance Act – We would remind you that you must fully and faithfully declare to us the facts you know or ought to know otherwise you may receive nothing from your Policy.
- 2) Please examine this Policy and its Schedule and if they do not meet your requirements, kindly return them to the office of issuance.

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 ECICS Limited (hereinafter called “the Company”) for the insurance hereinafter contained (the “Policy”) and has paid or agreed to pay the Premium as consideration for such insurance.

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

SECTION I – INSURANCE ON THE MOTOR CAR

1. Loss or Damage

- (a) The Company will indemnify the Insured against accidental loss of or damage to the private motor car as set out in the Policy Schedule (the “Motor Car”) and its standard accessories and spare parts whilst thereon arising anywhere within the Geographical Area or whilst in transit by direct sea route across the straits between the island of Penang and the mainland of West Malaysia or across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johore.

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 Car or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts.

The Company’s maximum liability shall be limited to the prevailing market value of the Motor Car at the time of the loss or damage inclusive of the residual value of the Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF).

- (b) This policy does not cover any loss or damage to the Insured vehicle if the cause of such loss or damage is due directly or indirectly to the Insured’s failure to deliver or to delay in delivering the Insured vehicle to the automobile manufacturer for repair or replacement of the defective part in the Insured vehicle in an recall by the automobile manufacturer.

Notice of such recall by the car manufacturer in the News media shall be proof that such recall had been made.

2. Protection and Removal After Accident

If the Motor Car is disabled by reason of loss or damage insured under this Policy, the Company will subject to a maximum limit of S\$300 bear the reasonable cost of protection and removal to any Approved Workshop, should the loss or damage be sustained within Singapore and West Malaysia.

3. Authority to Repair

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

- (a) the estimated cost of such repair which has been obtained from an Approved Workshop does not exceed the Authorised Repair Limit of S\$300; and
- (b) a detailed estimate of the cost is forwarded to the Company without delay.

4. Replacement Parts

In the event of loss or damage to the Motor Car or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Car is held for repair or in the event of the Company exercising the option under this section 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 Motor Car's manufacturer (the "Manufacturer") or his agents for the country in which the Motor Car is held for repair; or
- (ii) if no such catalogue or price list exists the price at which such accessories or spare parts were last obtained at the Manufacturer's authorised workshops and/or distributors plus the reasonable cost of transport otherwise than by air to the country in which the Motor Car is held for repair and the amount of the relative import duty; and
- (b) the reasonable cost of fitting such part.

Notwithstanding the coverage provided under Section I, it is hereby noted that the Company shall not be responsible for additional costs caused by or arising from the delay in repair due to unavailable spare parts. The Company will indemnify the Insured for the cost of shipping these unavailable spare parts but will not provide for the cost of any air freight charges.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (a) loss of use save as provided under the "Loss of Use Benefit" clause or any other consequential loss.
- (b) depreciation, wear and tear, mechanical or electrical breakdowns failures or breakages.
- (c) damage to tyres unless damage is caused to other parts of the Motor Car simultaneously in the same accident.

The Company will not pay the Excess as specified in the Policy Schedule or the Certificate of Insurance. The Insured will have to pay the Excess for every claim made against us under this Section. If the Company has made payment under this Section which includes this Excess, the Insured shall refund us the amount of this Excess. This Excess is in addition to any other Excess applicable under this Policy.

This Excess shall not apply to Loss or Damage to the Motor Car caused by fire, external explosion, self-ignition, burglary, lightning, housebreaking or theft unless as otherwise stated to be applicable in the Policy Schedule or the Certificate of Insurance.

SECTION II - LIABILITY TO THIRD PARTIES

1. Indemnity to the Insured

The Company will subject to the limits of liability specified in this clause indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person for an unlimited amount in respect of any one claim or series of claims arising out of one event; or
- (b) damage to property up to S\$5 million in respect of any one claim or series of claims arising out of one event,

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

2. Indemnity to Authorised Drivers

The Company will subject to the limits of liability specified in this clause indemnify any Authorised Driver who is driving the Motor Car against all sums including claimant's costs and expenses which such Authorised Driver shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person for an unlimited amount in respect of any one claim or series of claims arising out of one event; or
- (b) damage to property up to S\$5 million in respect of any one claim or series of claims arising out of one event,

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

Provided that such Authorised Driver:

- (i) is not entitled to indemnity under any other policy, and
- (ii) shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy in so far as they can apply.

3. Legal Liability of Passengers for Acts of Negligence

The Company will subject to the limits of liability specified in this clause, at the request of the Insured, indemnify any person mounting into or dismounting from or travelling in the Motor Car (such person being hereinafter called "the Passenger") against all sums including claimant's costs and expenses which the Passenger shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person for an unlimited amount in respect of any one claim or series of claims arising out of one event; or
- (b) damage to property up to S\$5 million in respect of any one claim or series of claims arising out of one event.

Provided that the Passenger

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

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 Car or in charge of the Motor Car for the purpose of driving, including but not limited to the Authorised Driver; or
 - (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; and/or
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured, Authorised Driver, or of the Passenger or any person being conveyed by the Motor Car.

4. Indemnity to Personal Representatives

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

5. Expenses

The Company will pay all costs and expenses reasonably incurred by the Insured, Authorised Driver, and/or Passenger arising out of or in connection with any occurrence for which the Insured, Authorised Driver, and/or Passenger is entitled to indemnity under Section II where the Company's prior written consent has been received.

6. Representation and Defence

The Company may at its own option:-

- (a) arrange for representation at any inquest or inquiry the subject matter of which may give rise to indemnity under this Section II.
- (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence relating to any event which may be the subject of indemnity under this Section II;
- (c) arrange at the request of the Insured and subject to a maximum limit of S\$3,000 pay for legal services for the defence of any charge of causing death by driving the Motor Car (other than murder or culpable homicide pursuant to sections 300 and 299 of the Penal Code, Cap. 224 respectively) which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be the subject of indemnity under this Section II.

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

- (a) death or bodily injury to any employee of the Insured or any employee of the Authorized driver, arising out of and in the course of such employment;
- (b) damage to property belonging to or held in trust by or in the custody or control of
 - (i) the Insured or any member of his household, or
 - (ii) any Authorised Driver claiming to be indemnified under Clause 2 of Section II or any member of his household; or
 - (iii) any Passenger claiming to be indemnified under Clause 3 of Section II or any member of his household.

SECTION III - MEDICAL EXPENSES

The Company will subject to a maximum limit of S\$300 in respect of each person pay for reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the Insured or Authorised Driver or any Passenger of the Motor Car as a direct and immediate result of an accident to the Motor Car.

SECTION IV - PERSONAL ACCIDENT BENEFITS

1. Accident to the Insured

The Company undertakes to pay compensation to the Insured or his legal personal representatives on the scale provided below for death or bodily injury sustained by the Insured as a result of an accident involving the Motor Car or when the Insured is getting into or out of, or traveling in any other private Motor Car, provided that:-

- (a) Death or bodily injury is caused by violent, accidental, external and visible means which is independent of any other cause (excepting medical or surgical treatment consequent upon such injury); and
- (b) Death or bodily injury occurs within 3 calendar months of the accident;

Scale of Compensation	Basic Policy Cover
	Sum Insured
(1) Death	S\$20,000
(2) Total and irrecoverable loss of all sight in both eyes	S\$20,000
(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\$20,000
(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 all sight in one eye	S\$20,000
(5) Total and irrecoverable loss of all sight in one eye	S\$10,000
(6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$10,000

In the event of the Insured is the holder of more than one (1) Motor Insurance policy with the Company in respect of any other Motor Car, compensation shall be recoverable under one policy only.

Provided always that

- (a) Compensation shall be payable under only one of the items (1) to (6) of the Scale of Compensation above in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum Insured amount mentioned above during any one Period of Insurance;
- (b) The Insured is between the ages of Twenty-five (25) years of age and sixty-five (65) years of age at the time of such injury;
- (c) 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
 - (i) intentional self-injury suicide or attempted suicide physical defect or infirmity;
 - (ii) an accident happening whilst the insured is under the influence of intoxicating liquor drinks or drugs; or
 - (iii) pregnancy or childbirth.

2. Accident to Named Drivers

It is hereby noted and agreed that the above mentioned coverage is extended to Named Drivers. It is further understood that this extension applies only in respect of an accident involving the use of the Motor Car and that coverage is limited to only one (1) accident during any one Period of Insurance. The compensation in respect of any such person shall be payable directly to the Named Driver or their legal personal representative whose receipt shall be a full and final discharge in respect of the death or bodily injury to such person. "Named Driver" shall refer to the drivers as listed in the "Named Driver" section in the Policy Schedule.

POLICY LIMITATIONS

1. Conditions Precedent To The Company's Liability

- a. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified 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.
- b. Notification of Accidents –
 - 1) In the event of any accident involving the Motor Car, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Car, call at the Company's Approved Workshop and report the accident within 24 hours of the accident or by the next working day thereof. The reporting process shall comprise of accident reporting and photographic recording of the damages.
 - 2) In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give notice of the occurrence within 24 hours of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
 - 3) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and/or occurrence will result in the Insured being denied indemnity under both Section I and Section II of the Policy in respect of that particular accident and/or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in the Insured losing all or part of his No Claim Discount as set out below.

<u>Current</u>	<u>Upon Renewal (Non-Reporting)</u>
50%	40%
40%	30%
30%	20%
20%	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 this Policy.

c. The validity of this policy is subject to the condition precedent that:

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

2. Geographical Area

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

3. Authorised Driver and Limitations As to Use

As described in the Certificate of Insurance.

GENERAL EXCLUSIONS

A. GENERAL

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; or
 - (b) whilst any Motor Car in respect of which indemnity is provided by this Policy is:
 - (i) being used otherwise than in accordance with the Limitations as to Use as specified in the Certificate of Insurance;
 - (ii) being driven by or is in the charge of for the purpose of being driven by any person other than the Insured or an Authorised Driver;
 - (iii) being driven by or is in the charge of any person (whether it be the Insured himself or any person on his order or with his permission) who is under the influence of intoxicating liquor drinks or drugs. A conviction against such person for an offence under the relevant Sections of the Road Traffic Act (Cap 276) or any statutory law prohibiting or restricting the use of drugs and/or alcohol shall be conclusive evidence for the application of this Exception where the offence is committed at the time of an accident or other event giving rise to a claim under this Policy. Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act in substitution;
 - (iv) being driven by any person who has the intention of deliberately hurting or attempting to hurt himself/herself or others or with the intention to commit or to attempt to commit suicide;
 - (v) being used or driven when it is not registered under the Road Traffic Act (Cap 276) or when its registration has been cancelled under the Road Traffic Act (Cap 276) or any subsequent amendments thereof.
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 or traceable to or arising out of or in connection with:
 - a) Strike, riot or civil commotion;
 - b) Detention, seizure, confiscation or any attempts to do so; or
 - c) Acts of god such as flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsions of nature or by any 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 or traceable to any of the said occurrences of 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 Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5.
 - (a) Any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 - (b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (c) Any accident, loss, damage or liability directly or indirectly caused by or contributed to or arising from radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
6. Any accident, loss, damage or liability if the Motor Car does not have a valid Certificate of Entitlement.

Any accident, loss, damage or liability caused sustained or incurred whilst the Motor Car is being used at the Airside in any airport or aerodrome. The term "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 this 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.

B. ELECTRONIC CATASTROPHE 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 programmes that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programmes 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.
- (b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programmes and any business interruption losses resulting from such loss or damage.

The Insured shall if so required and as a condition precedent to any liability of the Company herein prove that a loss, damage or liability was not directly or indirectly occasioned by, happening through or in consequence of any of the abovementioned circumstances or causes.

C. EXCLUSION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

D. SANCTIONS

This Policy shall not be deemed to provide cover and We shall not be liable to pay any claims hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to Us.

E. WAR AND TERRORISM EXCLUSION (NMA 2919)

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 popular uprising or usurpation of power; or
- (2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion 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 alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

F. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (INSURANCE) (1994) (WORLDWIDE EXCLUDING USA AND CANADA) NMA 1975 (a)

This Policy shall not apply to the following:

- i) Nuclear energy risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975a and
- ii) Any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss, save where such liability, loss, cost or expense arises under insurances or reinsurances expressly exempted from NMA 1975a in respect of which the Company has specifically granted cover.

G. COMMUNICABLE DISEASE EXCLUSION (CASUALTY INSURANCE)

Notwithstanding any provision to the contrary within this insurance, this insurance excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

GENERAL CONDITIONS

1. INTERPRETATION

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

2. WRITTEN NOTICE

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

3. CARE OF MOTOR CAR

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

4. NOTIFICATION OF CLAIMS

- a) In the event of any accident involving the Motor Car, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Car, call at the Company's Approved Workshop and report the accident within 24 hours of the accident or by the next working day thereof. The reporting process shall comprise of accident reporting and photographic recording of the damages.
- b) In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give notice of the occurrence within 24 hours 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.

5. CLAIMS PROCEDURE

- a) No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the prior 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; or
 - 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 Car 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 Car insured.

For the purpose of complying with this requirement and Policy Limitation 1(b) Condition Precedent to the Company's Liability – Notification Clause, the Insured or any person claiming to be indemnified shall arrange for the Motor Car to be delivered to the Company's Approved Workshop for an initial verification of the circumstances of the accident. The verification process shall comprise accident reporting and photographic recording of the damages.

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

- b) In case damage to the Motor Car is indemnifiable by this Policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen (14) days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds S\$300 in total.

6. CANCELLATION

The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at the Insured's last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period this Policy has been in force or the Insured may cancel this Policy by giving seven (7) days' notice to the Company and shall be entitled to a return of the premium paid computed at the Company's Short Period Rates as listed below based on the period this Policy has been in force, subject to the Company always retaining a minimum premium of S\$100.00 (inclusive of GST).

<u>Period (Not exceeding)</u>	<u>Refund (% of Annual Premium)</u>
1 week	87.5
1 month	75.0
2 months	62.5
3 months	50.0
4 months	37.5
5 months	35.0
6 months	25.0
7 months	20.0
8 months	12.5
Exceeding 8 months	Nil

Provided there shall be no refund where an accident has occurred and claim registered during the period on risk and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

7. OTHER INSURANCE

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation, costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (i) of Clause 2 of Section II, or provision (ii) of Clause 3 of Section II of this Policy.

8. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two (2) arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation or the Agreement executed between the Minister 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.

10. 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 (2) consecutive years	20%
The preceding three (3) consecutive years	30%
The preceding four (4) consecutive years	40%
The preceding five (5) or more consecutive years	50%

If at the time of a claim the No Claim Discount is 40% or 50% the No Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy. If the No Claim Discount is 30% or less then the whole No Claim Discount is rescinded.

If more than one (1) claim is made during any one Period of Insurance, the entire No Claim Discount is rescinded irrespective of the percentage earned.

If more than one (1) Motor Car is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

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

The 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.

11. NO CLAIM DISCOUNT DECLARATION

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

12. JURISDICTION CLAUSE

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

13. LEGISLATION

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

The above-mentioned legislation shall be referred to as the "Legislation" in this Policy.

14. AUTHORISED DRIVER IN THE EVENT OF DEMISE OF INSURED

In the event of the death of the Insured, this Policy will cover:

- (a) any member of the Insured's family or a paid driver who has been driving the Motor Car during the life of the Insured and permission to drive had not been withdrawn prior to the death of the Insured;
- (b) any other person who has been driving the Motor Car during the life of the Insured and permission to drive has not been withdrawn prior to the death of the Insured.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Car or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the Motor Car.

PAYMENT BEFORE COVER WARRANTY (This warranty applies where this Policy is issued to an Individual)

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or intermediary when on the of the following acts take place:
 - a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
 - b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - c) A payment through an electronic medium including the internet is approved by the relevant party;
 - d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Insurer or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

Free Look provision does not apply to Bond.

4. Should there be extenuating circumstances resulting in non-payment of premiums, and thereby a breach of the Warranty, insurers should consider the circumstances on a case-by-case basis and review the cover within a reasonable time to ensure a fair outcome.

PREMIUM PAYMENT WARRANTY (This warranty applies where this Policy is issued to a Corporate Entity)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within 60 days of the inception date of the coverage under this Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within the sixty (60) days period referred to above, then:-
 - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Insurer shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$53.50 (inclusive of GST).
3. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within the Period of Insurance.

CLAUSES/WARRANTIES/ENDORSEMENTS/MEMOS

1. The following Clauses/Warranties/Endorsements/Memos are applicable to the Policy and are subject to its Terms, Exceptions and Conditions.

PERSONAL DATA PROTECTION

In relation to the personal data collected for this insurance Policy, the Insured agree and acknowledge that:

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

Subject otherwise to the terms, exclusions and conditions of this 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 in the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact ECICS limited or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

EXCESS CLAUSE (Applicable Only For Private Car)

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 excess stated in the Schedule. It is also hereby understood and agreed that an additional excess as specified in the Schedule shall apply (in addition to the above mentioned excess where applicable) whilst the insured vehicle is being driven by any authorized and unnamed driver(s) as defined in the schedule.

If the expenditure (including payments in respect of costs and expenses) incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this endorsement the expression 'event' shall mean an event or series of events arising out of one cause in connection with which indemnity is granted under this policy.

EXCESS CLAUSE (Applicable Only For Company's Car)

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 excess stated in the Schedule whilst the Insured vehicle is being driven by or is in the charge of any authorized driver. If the expenditure (including payments in respect of costs and expenses) incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this endorsement the expression 'event' shall mean an event or series of events arising out of one cause in connection with which indemnity is granted under this policy.

MODIFIED VEHICLES (Applicable Only For Private Motor Car)

It is hereby declared and agreed that the Company will consider claims for modified cars if the following conditions on modifications are fulfilled:

- such modification does not require LTA's approval (to refer to LTA's website as guide);
- the modification is not the proximate cause of the loss/accident.

If such a claim is admissible under the policy, the damaged modified parts shall be replaced by original factory fitted parts. The Company shall have the sole discretion to decide on the type of parts to be used as replacement or repair.

No claims is payable if the vehicle's modification require LTA's approval or any modifications are not approved by LTA.

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

AUTHORISED WORKSHOP PLAN (Applicable Only If Authorised Workshop Discount Is Given As Stated In The Policy Schedule)

In consideration of a premium discount given, it is a requirement by the Insured, in the event of any accident /windscreen damage to send his/their vehicle to the Company's Authorized Workshop for repairs if he/they wish to seek indemnity under Section I of this policy.

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

NO CLAIM DISCOUNT PROTECTION (Applicable To Policyholder Only If Existing NCD is 10% Or More)

It is agreed that the No Claim Discount (NCD) entitlement in this Policy upon renewal is protected as follows:

No. of claims made or arisen during the Period of Insurance	Where existing NCD entitlement is 10%	Where existing NCD entitlement is 20%	Where existing NCD entitlement is 30%	Where existing NCD entitlement is 40%	Where existing NCD entitlement is 50%
One	10%	20%	30%	40%	50%
Two	Nil	Nil	Nil	10%	20%
Three	Nil	Nil	Nil	Nil	Nil

Note:

NCD Protection does not mean renewal invitation or renewal terms are guaranteed.

The No Claim Discount protection applies only when Policy is renewed with the Company.

This No Claim Discount protection is not applicable in cases involving the loss of NCD as a result of not reporting or late reporting of accidents as set out under the policy. It is also not applicable for company registered Motor Cars or for policies where the Insured does not drive the Motor Car.

The No Claim Discount (NCD) entitlement is not transferrable and does not protect against non-renewal or cancellation of the Policy by the Company.

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

DEFINITION OF INSURED NOT DRIVING (Applicable Only If MZ300A Is Indicated in the Certificate Of Insurance)

Insured not driving shall mean a non-driving Insured who will not be covered under the policy if he/she drives any car. A non-driving Insured is not an authorized driver.

2. The following Clauses/Warranties/Endorsements/Memos are applicable only when specifically mentioned in the Schedule and are subject to the Terms, Exceptions and Conditions of the Policy.

3(q) APPLICABLE FOR THIRD PARTY, FIRE & THEFT COVER ONLY

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy, the Company shall not be liable thereunder except in respect of loss or damage by fire, external explosion, self-ignition, lightning, burglary, house-breaking or theft. It is further understood and agreed that Sections III & IV of this Policy are deemed to be cancelled.

3(p) APPLICABLE FOR THIRD PARTY COVER ONLY

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I (and its Exceptions), III & IV of this Policy are deemed to be cancelled.

V0003 BREAKAGE OF GLASS IN WINDSCREEN OR WINDOW (SUN ROOF/MOON ROOF for Private Car Only)

The indemnity provided by Section I of this Policy is extended to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damaged to the Motor Vehicle).

This extension is limited to two (2) breakage claims during any one period of insurance without loss of No Claim Discount.

Type of Glass	Excess Applicable on Each & Every Claim
Windscreen or Window Damaged	\$100 +GST
Sun/Moon Roof Damaged	\$300 +GST

V0009 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 exclusions 2(c) of this Policy are deemed to be deleted.

V0011 HIRE PURCHASE (Applicable Only If The Hire Purchase Company Is Indicated In The Certificate Of Insurance)

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

It is also understood and agreed that notwithstanding any provision in the hire purchase agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

V0012 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 Car at the time of the loss or damage inclusive of the residual value of COE/PARF value if the Motor Car is insured with COE/PARF value. Market value shall mean the cost of replacing the Motor Car with a vehicle of the same make and model similar in condition, specification and age of the Motor Car immediately prior to the accident. The market value will be subject to the excess applicable under the policy and the Insured shall surrender the Motor Car, the vehicle registration card, the Certificate of Entitlement and Certificate of Insurance to the company.

V0014 STRIKE RIOT AND CIVIL COMMOTION

It is hereby understood and agreed that the words "Strike, Riot, Civil Commotion" in general exception 2a of this Policy shall 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 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, 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 organization 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 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.

V0017 TOTAL LOSS

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 the claim on a total loss basis and pay in cash the Insured, the value (less depreciation) or the market value of the car whichever is less after deducting the excess applicable under the Policy and the Insured shall surrender the Motor Car, the log book and the Certificate and Policy of Insurance to the Company on its exercising such an option and shall execute such documents as may be required to effect a transfer of the Motor Car to the Company.

V0019 YOUNG, ELDERLY AND INEXPERIENCED UNNAMED DRIVERS EXCESS

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that in the event of each and every loss arising under Section I of this policy an additional excess of S\$3000 shall apply, in addition to the amount of excess stated in the Schedule, when at the time of an accident the Motor Car is driven by:

- (a) any unnamed authorised driver, who is below 25 years of age or above 65 years of age as at the date of the accident;
- (b) any unnamed authorised driver, who as at the date of the accident possess a qualified driving licence for less than 24 months (regardless of age).

V0020 NON-CANCELLATION CLAUSE (Applicable Only If The Hire Purchase Company Is Indicated In The Certificate Of Insurance)

The Company undertakes to notify the hire purchase owner(s) or lessor(s) as named in the Schedule prior to the cancellation of this Policy if instructions have been received from the Insured for the cancellation of the Policy.

Provided that this will in no way affect the Company's right to cancel the policy.