

Motor Commercial

MZ300/C

CERTIFICATE OF INSURANCE

Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189)  
Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960  
Road Transport Act, 1987 (Malaysia)  
Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia)

R     SN

DR0555P

Cov. Type:C

CERTIFICATE No.	DMCVSNA00037872304	Engine No.: 1KD2797148	Cha. No.:JTFAT35Y40K210334
1. Index Mark and Registration Number of Vehicle	GBH3767K	AUTOSAFE	=====
2. Name of Policy Holder	SIAT AIR COOL ENTERPRISE PTE LTD		
3. Effective date of the Commencement of Insurance for the purposes of the Regulations, Ordinance or Enactment	11/05/2023 (00:00:00)	Excess Sect I . EX ON WINDSCREEN .	\$S\$500.00 \$S\$100.00
4. Date of Expiry of Insurance	10/05/2024		
5. Persons or Classes of Persons entitled to drive* Any person who is driving on the Policyholder's order or with 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:* (1) Use in connection with the Policyholder's business. (2) Use for the carriage of passengers (other than for hire or reward) in connection with the Policyholder's business. (3) Use for social, domestic or pleasure purposes.  The Policy does not cover (1) Use for hire or reward or racing, pace-making, reliability trial or speed testing. (2) Use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle.			
HIRE PURCHASE CO. : HL BANK AS HP OWNER * Limitations rendered inoperative by Section 8 of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act 1987 (Malaysia), are not to be included under these headings.			

I/We hereby Certify that the policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987 (Malaysia).

Please see reverse

For CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.

Issued By: Kenneth Yeo Kai Jie

Authorised Officer



Authorised Signatory

**IMPORTANT NOTICE**  
**If you sell your motor vehicle this NOTICE is IMPORTANT**  
**And MUST be complied with**

Policyholders are hereby warned that under the Motor Vehicles (Third Party Risks and Compensation) Act (Cap.88), it shall be unlawful for any person to use or cause or permit any other person to use a motor vehicle without a valid policy of insurance under the Act.

Policyholders are further warned that on the sale of a motor vehicle they must surrender the Certificate of Insurance and the Policy to the insurance company concerned. If the Certificate of Insurance has been lost or destroyed, a Statutory Declaration to that effect must be made. Failure to comply with this obligation is an offence under the Motor Vehicles (Third Party Risks and Compensation) Act (Cap.88).

The Policy will cease to be valid once the motor vehicle has been sold to another person unless the transfer of interest has been duly notified to and agreed to by the insurance company concerned. If the insurance company agreed to cover the new owner they will endorse the policy accordingly and will issue a new Certificate of Insurance in the new owner's name.

**重 要 通 告**

若您欲售卖摩多车辆时，请详细阅读此重要通告并严格遵守。兹欲警告保险单持有人，依照摩多车辆（第三者责任与赔偿）法令条文（第八十八章），凡使用或造成或准许他人使用未拥有有效保险单之摩多车辆概属非法。

其次摩多车辆一经出售，保险单持有人须将保险证书/保险单交回相关的保险公司。若保险证书/保险单已遗失或毁坏，须提供法定宣誓书，否则也属违反摩多车辆（第三者责任与赔偿）法令条文（第八十八章）。

车辆一经售于他人，保险证书/保险单即告失效，除非此转让事项已通知有关保险公司并获其同意。该保险公司若接受新车主的投保，将在保险单批明，并以新车主之名义发给一份新的保险证书

**PAYMENT BEFORE COVER WARRANTY (For Vehicles Registered Under Personal Name)**

1. Notwithstanding anything herein contained but subject to clauses 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

**PREMIUM PAYMENT WARRANTY (For Vehicles Registered Under Company's Name)**

1. Notwithstanding anything herein contained but subject to clauses 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:-
  - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
  - (c) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
  - (d) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (e) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50.00
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

ORIGINAL

## THE SCHEDULE

Agency : DR0555P      Class of Policy : Motor Commercial Vehicle      Policy No. : DMCVSNA00037872304  
Account : DR0555P      Issued on : 18/04/2023 in SINGAPORE      Replacing Policy No. DMCVSNA00059722203  
Client : ICS2117      Acceptance Date : 18/04/2023

Period of Insurance : 11/05/2023 to 10/05/2024 , both dates inclusive

Insured's Name : SIAT AIR COOL ENTERPRISE PTE LTD  
Address : 1 DEFU LANE 10  
#01-565 DEFU INDUSTRIAL ESTATE  
SINGAPORE 539182

Business/Occupation : AIRCON MAINTENANCE

Premium	: Basic Annual Premium	:	S\$2,542.35
	Less 20% Loyalty Discount	:	S\$ 508.47
	Less 20% Autosafe Scheme	:	S\$ 406.78
	No Claim Discount -20%	:	S\$ 325.42
	Total Annual Premium	:	S\$1,301.68
	Premium Due	:	S\$1,301.68
	Premium GST	:	S\$104.13
	Total Due	:	S\$1,405.81

Risk No.1	Motor Commercial Vehicle		
Make/Model	: TOYOTA DYNA 150 5MT WITH HOOD	No. of seats	: 2
Registration	: GBH3767K	Body Type	: Lorry
Engine No.	: 1KD2797148	Chassis No.	: JTFAT35Y40K210334
Tonnage	: 1.71	Certificate Ref.	: MZ300/C
Year of Manuf/Regn	: 2018/2018		
Type of Cover	: Comprehensive		
Financial Interest	: HL BANK		
Sum Insured:Market value at the time of loss			
Excess Sect I .	: S\$500.00		
EX ON WINDSCREEN .	: S\$100.00		

ORIGINAL REGISTRATION DATE: 11.05.2018

The following clauses and endorsements apply to this policy

Subject to Endts. 2, Y, 25, 57, 72 & W(\$2,000/-).

## AUTOSAFE SCHEME (W)

In consideration of a premium discount given, the insured, in the event of any accident/windscreen damage, must send his/their vehicle to the Company's authorised 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.

Endorsement E - Elderly Excess

Continued on page 2

ORIGINAL

THE SCHEDULE

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Issued on 18/04/2023 in	Policy No.	DMCVSNA00037872304
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It is hereby declared and agreed that an Excess of S\$2,000.00 shall apply for accident loss or damage for any unnamed authorised driver who is 66 years old and above (Age as at Date of Accident).

Once this S\$2,000.00 Excess is applied, other Excess(es) applicable under different Endorsement(s) of this Policy shall not be applicable.

#### MODIFIED VEHICLES (FOR COMMERCIAL VEHICLES/BUSES/RENTAL VEHICLES)

It is hereby declared and agreed that the Company shall not be liable for any claims under SECTION I or II or both if the vehicle has been modified without prior notice/declaration to the Company.

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

#### MEMORANDUM : CONDITION NO. 4 - NOTIFICATION OF ACCIDENTS

It is hereby noted and agreed that Condition No. 4 of the Policy is amended to read as follows:-

##### Notification Clause

- a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Authorised Workshop and/or Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
- b) In case of theft or other criminal act which may give rise to a claim under this policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
- c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and/or occurrence will result in the Insured being denied indemnity under both Section 1 and Section 2 of the Policy in respect of that particular accident and/or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in the Insured losing all or part of his No Claim Discount as set out below.

##### NCD - COMMERCIAL VEHICLES

CURRENT	UPON RENEWAL (NON-REPORTING)
20%	15%
15%	10%
10%	0%
0%	0%

\* The Accident NCD to be applied first before the Non-Reporting NCD.

In the context of this clause, the following terms have the following meanings assigned to them:

- \* Accident NCD - Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.
- \* Non-Reporting NCD - Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy.

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

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ORIGINAL

THE SCHEDULE

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Issued on 18/04/2023 in

Policy No.

DMCVSNA00037872304

Authorised Drivers for vehicle(s) with Certificate Ref. MZ300/C

Persons or Classes of Persons entitled to drive\*

Any person who is driving on the Policyholder's order or with 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.

Limitations as to use\*

(1) Use in connection with the Policyholder's business.

(2) Use for the carriage of passengers (other than for hire or reward) in connection with the Policyholder's business.

(3) Use for social, domestic or pleasure purposes.

The Policy does not cover

(1) Use for hire or reward or racing, pace-making, reliability trial or speed testing.

(2) Use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle.

Signed for and on behalf of the Company

-----  
Authorised Signature

Booklet Ref.

M\_COMM

SN/yeokj/M18042023000180/DIRECT A/C (PERSONAL LINES)

China Taiping Insurance (Singapore) Pte. Ltd. (Co. Reg. No. 200208384E)

3 Anson Road #16-00 Springleaf Tower Singapore 079909

☎ 6389 6111

☎ 6222 1033

🌐 www.sg.cntaiping.com



SIAT AIR COOL ENTERPRISE PTE LTD  
1 DEFU LANE 10  
#01-565 DEFU INDUSTRIAL ESTATE  
SINGAPORE 539182

Type of Policy	Motor Commercial Vehicle
Policy Number	DMCVSNA00037872304
Period of Cover	from 11/05/2023 to 10/05/2024
Vehicle Registration	GBH3767K
Insured's Name & Address.	SIAT AIR COOL ENTERPRISE PTE LTD 1 DEFU LANE 10 #01-565 DEFU INDUSTRIAL ESTATE SINGAPORE 539182
Branch/Territory	SINGAPORE/SINGAPORE
TPcode/Account/Agency	-/DR0555P/DR0555P DIRECT A/C (PERSONAL LINES)

SINGAPORE DOLLAR

Premium	S\$1,301.68
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GST at 8% S\$104.13

S\$1,405.81

Total Due	<u>S\$1,405.81</u>
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----- Detach this portion and send together with your remittance -----

# PAYMENT SLIP

Tax Invoice No. M18042023000180 Contact No.

1. BY CHEQUE: Crossed cheque made payable to "China Taiping Insurance (Singapore) Pte. Ltd."

Bank: \_\_\_\_\_ Cheque No: \_\_\_\_\_

2. BY CREDIT CARD: VISA/MASTER

Card No:| | | | - | | | | - | | | | - | | | | Expiry Date:| | | / | | | mm/yy

Card Holder's Name: \_\_\_\_\_ Card Holder's Signature: \_\_\_\_\_

Policy Holder's Signature: \_\_\_\_\_  
(if different from cardholder)

\* Any Refund Premium pertaining to the above policy shall be refunded through the above card.  
YOU CAN ALSO PAY YOUR PREMIUM AT ANY AXS STATIONS  
PLEASE WRITE TAX INVOICE NO. ON THE BACK OF THE CHEQUE  
IF PAYMENT HAS ALREADY BEEN MADE, PLEASE IGNORE THIS TAX INVOICE.



## 中国太平保险(新加坡)有限公司

CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.

3 Anson Road #16-00 Springleaf Tower Singapore 079909

Tel: 6389 6111 Fax: 6225 3592

Website: [www.sg.cntaiping.com](http://www.sg.cntaiping.com) Co. Reg. No. 200208384E

### COMMERCIAL VEHICLE POLICY

**W**hereas 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 the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance

**N**ow 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)

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 us or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg) )

N.B. - Please read the conditions and examine the Policy and if incorrect or unacceptable return it immediately for alteration or cancellation. 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.

## SECTION I - LOSS OR DAMAGE

### 1. Loss or Damage

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

- (a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
- (b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
- (c) by malicious act
- (d) whilst in transit (including the processes of loading and unloading incidental to such transit) by
  - (i) road rail inland waterway lift or elevator
  - (ii) direct sea route across the straits between the island of Penang and the mainland
  - (iii) direct sea route 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 Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The company's maximum liability shall be limited to the prevailing market value of the Motor Vehicle at the time of the loss or damage.

### 2. Protection and Removal After Accident

If the Motor Vehicle is disable by reason of loss of damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

### 3. Authority to Repair

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

- (a) the estimated cost of such repair does not exceed the Authorised Repair Limit
- (b) a detailed estimated of the cost is forwarded to the Company without delay

### 4. Hire Purchase Agreement

If to the knowledge of the Company the Motor Vehicle is the subject of a Hire Purchase Agreement any payment in cash including payment in lieu of repair shall be made to the Hire Purchase Owner(s) as specified in the Schedule of this Policy whose receipt shall be full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be construed as constituting the Insured an agent or trustee for the 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 being understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

### 5. Replacement of Parts

In the event of loss of or damage to the Motor Vehicle and/or its accessories 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's exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to –

- (a)
  - (i) the price quoted in the latest catalogue or price list issued by the manufacturer or its agents for the country in which the Motor Vehicle is held for repair or
  - (ii) if no such catalogue or price list exists the price last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of any relative import duty and
- (b) the reasonable cost of fitting such part

### 6. Total Loss

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 in cash the market value less depreciation of the vehicle after deducting the excess applicable under the policy and the insured shall surrender the car log card and the Certificate and Policy of insurance to the Company on its exercising such option and shall execute such documents as may be required to effect a transfer of the vehicle.

## EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (a) consequential loss depreciation wear and tear mechanical or electrical breakdown failures or breakages
- (b) damage caused by overloading or strain
- (c) damage caused by explosion of any boiler forming part of attached to or on the Motor Vehicle
- (d) damage to tyres unless the Motor Vehicle is damaged at the same time
- (e) whilst the Motor Vehicle is in transit (including loading and unloading) between –
  - (i) Singapore and her offshore islands
  - (ii) West Malaysia and her offshore islands other than Penang



## SECTION II - LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
  - (a) death of or bodily injury to any person
  - (b) damage to property
2. In terms of and subject to the limitations of and for the purpose of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver
  - (i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
  - (ii) is not entitled to indemnity under any other policy
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.
4. The Company will pay all costs and expenses incurred with its written consent.
5. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
6. The Company may at its own option
  - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section.
  - (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

## EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

- (a) death or bodily injury or damage caused or arising beyond the limits of any carriageway of thorough-fare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
- (b) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
- (c) 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
- (d) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle
- (e) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven
- (f) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle
- (g) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation
- (h) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia or the Republic of Singapore
- (i) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore

## SECTION III - TOWING DISABLED VEHICLES

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

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

## NO CLAIMS 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 premium shall be reduced as follows

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

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

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

The No Claim Discount is not affected by any notification of information which the Insured is obliged to provide to the Company unless it is in relation to a claim made on the Company.

## 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 Insurer's Bureau of West Malaysia on 15th January, 1968, or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22nd 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.

### Limits of Liability:

Limit of the amount the Company's liability under Section 1-2.....	\$200
Limit of the amount the Company's liability under Section II-1(a) in respect of any one claim or series of claims arising out of one event.....	Unlimited
Limit of the amount the Company's liability under Section II-1(b) in respect of any one claim or series of claims arising out of one event.....	\$500,000

### Authorised Repair Limit: \$200

### Jurisdiction Clause

The indemnity 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.

### Geographical Area:

West Malaysia, the Republic of Singapore and that part of Thailand within 50 miles of the border between Thailand and West Malaysia.

### Legislation:

Road Traffic Ordinance 1958 (Federation of Malaysia) Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 88 of the Revised Edition) (Republic of Singapore) (the reference to Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Section 78, 79 and 80 of the Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Singapore Act).

## GENERAL EXCEPTIONS

The Company shall not be liable in respect of

- any accident loss damage or liability caused sustained or incurred
  - outside the Geographical Area
  - whilst any motor vehicle is
    - being used otherwise than in accordance with the Limitations as to Use
    - being driven by or is for the purpose of being driven by him in charge of any person other than an Authorised Driver
    - being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of intoxicating liquor or drugs
- any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power, martial law or terrorism or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom any consequential loss.
  - any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

If a law or laws are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

## THE FOLLOWING ENDORSEMENTS SHALL APPLY WHEN SPECIFIED IN THE SCHEDULE ATTACHED

### Endorsement 1 - Excess on Section II

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section II and III of this Policy the Insured in respect of each and every event shall be responsible for the first amount as specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 5 of this Policy. This is subject to GST.

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

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

### Endorsement 2 - Excess on Section I

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

### Endorsement No. 2(a) - Excess on Section I (Fire & Theft Only)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I as modified by endorsement of this Policy the Insured in respect of each and every event shall be responsible for the first amount as specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 5 of this Policy. This is subject to GST.

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

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

### Endorsement No. 3(p) - Third Party Cover Only

It is hereby understood and agreed that Section 1 (and its Exceptions) of this Policy are deemed to be cancelled.

### Endorsement No. 3(q) - 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 hereunder except in respect of loss or damage by fire external explosion self-ignition or burglary house-breaking or theft.

### Endorsement No. 5(a) - Accident to Paid Driver/Attendant

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 the (paid driver/attendant as being described or noted in the Schedule of the Policy) in the employ of the Insured in direct connection with the 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.....	\$1,000
2. Total and irrecoverable loss of sight in both eyes.....	\$2,000
3. Total loss by physical severance at or above the wrist or ankle of both hands or both feet or one hand together with one foot.....	\$2,000
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with total and irrecoverable loss of sight in one eye.....	\$2,000
5. Total and irrecoverable loss of sight in one eye.....	\$1,000
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot.....	\$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 -

- 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 \$2,000 during any one period of insurance in respect of any such person
- No weekly compensation shall become payable until the total amount shall have been ascertained and agree
- Such person is not less than 16 nor more than 65 years of age at the time of such injury
- 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 defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxication liquor or drugs
- 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 in full discharge in respect of the injury to such person

### Endorsement No. 16 - Non-Cancellation Clause

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.

**Endorsement No. 25 - Strike Riot and Civil Commotion**

It is hereby understood and agreed that the words "strike riot civil commotion" in General Exceptions 2 of this Policy shall not apply to any accident loss damage or liability directly caused by

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in the connection with a strike or lockout 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 worked 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 that shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with

- (a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences

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

**Endorsement No. 39 - Exclusion of Third Party Working Risk**

It is hereby understood and agreed that except so far as is necessary to meet the requirements of the Legislation the Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of such Motor Vehicle or attached thereto.

**Endorsement No. 42 - Inclusion of Third Party Working Risk**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that except so far as is necessary to meet the requirements of the Legislation the Company shall be under no liability under Section II in respect of:-

- (a) death injury or damage caused by or resulting from
  - (i) subsidence flooding or water pollution
  - (ii) damage to pipes or cablesarising out of the operation as a tool of the Motor Vehicle or of any plant forming part of the Motor Vehicle or attached thereto
- (b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the Insured
- (c) death injury or damage caused by or through property on which the Insured has carried out any process or manufacture construction alteration repair or treatment

It is further understood and agreed that except so far as is necessary to meet the requirements of the Legislation the Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.

**Endorsement No. 54 - Unspecified Trailers**

It is hereby understood and agreed that the insurance by this Policy shall subject to its Terms apply to trailers whilst attached to a Motor Vehicle as specified in the Schedule of the Policy.

Provided that:-

- (a) Section I of this Policy shall not apply to any disabled mechanically propelled vehicle
- (b) The liability of the Company under Section I of this Policy for loss of or damage to such trailer(s) shall not exceed the market value
- (c) For the purpose of Exceptions (c) and (d) to Section II of this Policy a Motor Vehicle and trailer(s) attached thereto shall together be deemed to constitute one Motor Vehicle

**Endorsement No. 57 - Inclusion of Special Perils**

It is hereby understood and agreed that the following shall be deemed to be added to Section I-1 of this Policy after the word thereon e) by flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature.

It is further understood and agreed that the words "flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature" in General Exception 2 of this Policy are deemed to be deleted.

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

It is hereby understood and agreed that the Company will at the request of the Insured indemnify in terms of Section II of this Policy any person mounting into dismounting from or travelling in the Motor Car such person being hereinafter called "the Passenger".

Provided that the Passenger:

- (a) is not driving the Motor Car or in charge of the Motor Car for the purpose of driving
- (b) is not entitled to indemnity under any other Policy
- (c) 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

**EXCEPTIONS**

The Company shall not be liable in respect of

- (a) death of or bodily injury to
  - (1) the Insured
  - (2) any person driving the Motor Car or in charge of the Motor Car for the purpose of driving
  - (3) any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Car.

**Endorsement W - Breakage of Glass in Windscreen or Window**

In consideration of an additional premium the indemnity provided by Section I of this Policy is deemed to extend 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 damage to the Motor Vehicle) up to an amount not exceeding (the sum as stated in the Schedule) and that this shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

For the purpose of this endorsement any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for an Excess as stated in the Policy Schedule otherwise payable shall be of no effect. This is subject to GST.

Following the settlement of a claim the benefit under this extension shall be reinstated at no extra cost.

**Endorsement C14 - Vehicle not Licensed for Use on Public Road**

It is hereby understood and agreed that the insured vehicle is not licensed for use on public road and that the insurance granted by this Policy does not extend to cover any accident arising whilst the insured vehicle is being used on any public road.

**Endorsement Y - Young & Inexperienced Unnamed Authorised Drivers Excess**

It is hereby understood and agreed that an excess of S\$3,000.00 shall apply for accident loss or damage for any unnamed Authorised Driver who is below the age of 22 or possess a full driving licence for less than 1 year. If however there is/are other Excess(es) applicable under different Endorsement(s) of this Policy the said Excess of S\$3,000.00 shall be considered as an additional Excess over and above other Excess(es). This is subject to GST.

**PAYMENT BEFORE COVER WARRANTY (For Vehicles Registered Under Personal Name)**

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, cover Note and Endorsement.

**PREMIUM WARRANTY (For Vehicles Registered Under Company's Name)**

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:-
  - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
  - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50.00.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was affected) within the period of insurance.

**CONDITIONS****Interpretation**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

**Written Notice**

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

**Care of Motor Vehicle**

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

**Notification of Accidents**

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



### Claims Procedure

5. a) No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to -  
take over and conduct in the name of the Insured or such person the defence or settlement of any claim;  
prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise; and/or  
conduct and settle proceedings as it sees fit.  
The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by -  
providing all such information and assistance as the Company may require;  
allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an indemnity under this Policy for the damage to the Motor Vehicle insured.
- b) In case damage to the Motor Vehicle insured is indemnifiable by this Policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds \$300 in total.
- c) The Company is not liable to make payment under this Policy if the claim falls under the following circumstances –  
i) if the claim is found to be fraudulent  
ii) if the claim is intentionally inflated  
iii) if there is false declaration

### Damage to Third Party Property

6. At any time after the happening of any event giving rise to a claim or series of claims under Section II-1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II-1(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

### Cancellation

7. The Company may cancel this Policy by sending seven day's notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven day's notice and (provided no claim including windscreen damage has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

#### Computation of Refund @ Short Period Rate

Period Not exceeding	1 week -	7/8 of the annual premium
Period Not exceeding	1 month -	3/4 of the annual premium
Period Not exceeding	2 months -	5/8 of the annual premium
Period Not exceeding	3 months -	1/2 of the annual premium
Period Not exceeding	4 months -	3/8 of the annual premium
Period Not exceeding	6 months -	1/4 of the annual premium
Period Not exceeding	8 months -	1/8 of the annual premium
Exceeding	8 months -	No Refund

### Other Insurance

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

### Arbitration

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

### Conditions Precedent to the Company's Liability

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