

Tenet Insurance Company Ltd

(A member of Sampo Japan Group)

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Company Registration No. 195700067Z <http://www.tenetinsurance.com>



PRIVATE CAR POLICY

IMPORTANT NOTICE

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

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy Witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

SECTION I - INSURANCE ON THE MOTOR CAR

1. Loss or Damage

The Company will indemnify the Insured against accidental loss of or damage to the Motor Car and its 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 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.

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 the Limits of Liability of S\$300 bear the reasonable cost of protection and removal to the nearest repairer and of delivery within the country where the loss or damage was sustained.

3. Authority to Repair

The Insured may authorise the repair of the Motor 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 a repairer 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.

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

- (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor 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 Works 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 the reasonable cost of fitting such part.

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

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (a) loss of use or any other consequential loss
- (b) depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- (c) damage to tyres unless damage is caused to other parts of the Motor Car simultaneously in the same accident.

4. Loss of Use Benefit

The Company will subject to the Limits of Liability specified hereunder pay the Insured for loss of use of the Motor Car during repair at an approved workshop as provided by the Policy for the selected plan, as a result of an accident covered and claim paid under this Section as recommended by the Company's authorized surveyors, where repair period exceeds 3 days. The period of loss of use will commence from the date the Company approve the estimated repair costs of the Motor Car for up to 14 days during the Policy Period. This benefit shall not apply for claim arising under Section I of the Policy settled on total loss basis. The Company shall be entitled at its sole discretion to subrogate in the name of the Insured for its own benefit any claim for indemnity against any third party.

Limits of Liability for Motor Car with cubic capacity of

- 1400 cc and below - \$50 per day
- 1401 cc to 2000cc - \$80 per day
- above 2000 cc - \$100 per day

SECTION II - LIABILITY TO THIRD PARTIES

1. Indemnity to the Insured

The Company will subject to the Limits of Liability specified below indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

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

where such death or injury or damage arises out of an accident caused by or arising out of

- (i) the use of the Motor Car, or
- (ii) the driving by the Insured of any private motor car other than those belonging to or hired to him or his employer or his partner (under a Hire Purchase Agreement or otherwise).

2. Indemnity to Authorised Drivers

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

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

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor 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 and Conditions 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 hereunder at the request of the Insured indemnify any person mounting into 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 limited to S\$5m in respect of any one claim or series of claims arising out of one event.
- (b) damage to property limited to S\$5m 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
- (iii) shall as though he were the Insured observe fulfil and be subject to the Terms and Conditions 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
 - (iii) any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment.
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Car.

4. Indemnity to Personal Representatives

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

5. Expenses

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

6. Representation and Defence

The Company may at its own option

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

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

- (a) death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section
- (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 Section II-2 or any member of his household; or
 - (iii) any Passenger claiming to be indemnified under Section II-3 or any member of his household.

SECTION III - MEDICAL EXPENSES

The Company will subject to the Limits of Liability of S\$300 in respect of each person injured pay to the Insured the 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 the 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 personal representatives on the scale provided below for bodily injury sustained by the Insured

- (a) in direct connection with the Motor Car, or
 - (b) whilst mounting into dismounting from or travelling in any private motor car
- and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

Scale of Compensation

- (1) Death S\$20,000) in the event of the Insured
- (2) Total and irrecoverable loss of all sight in both eyes S\$20,000) being the holder of any
- (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) Policy or Policies with the Company in respect of any other motor car or motor
- (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) cars. Compensation shall
- (5) Total and irrecoverable loss of all sight in one eye S\$10,000) be recoverable
- (6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot.... S\$10,000) under one Policy only.

Provided always that

- (a) Compensation shall be payable under only one of items (1) to (6) above in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$20,000 during any one period of insurance
- (b) The Insured is not more than seventy (70) 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
 - (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 up to 50% of the benefit stated in the Scale of Compensation, limited to only one (1) accident during any one period of insurance. The compensation in respect of any such person shall be payable only with the approval of the Insured and directly to the Insured persons or their legal representative whose receipt shall be a full and final discharge in respect of the injury/death to such person.

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 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 Clause –**
 1. In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
 2. 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.
 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 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.

<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 the Policy.

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

2. GEOGRAPHICAL AREA

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

3. AUTHORISED DRIVER AND LIMITATIONS AS TO USE

As described in the Certificate of Insurance.

GENERAL EXCEPTIONS

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
 - (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 specified in Certificate of Insurance
 - (ii) being driven by or is in the charge of or is for the purpose of being driven by any person other than an 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 Sections 68 69 70 or 71A of the Road Traffic Act (Chapter 92 of the Revised Edition) as amended by the Road Traffic (amendment) Act 1985 or 6(b) of the Misuse of Drugs Act 1973 as amended by the Misuse of Drugs (amendment) Act 1975 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 used or driven when it is not registered under the Road Traffic Act, 1970 or when its registration under the Road Traffic Act, 1970 has been cancelled.
2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
 - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
 - (b) strike riot civil commotion
 - (c) detention seizure confiscation or any attempt thereof
 - (d) flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature or by any direct consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. (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.
5. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. any accident loss damage or liability if the insured vehicle does not have a valid Certificate of Entitlement.

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.

B. Terrorism

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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exception 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 organisation(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 exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

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 Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2. 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 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 ACCIDENTS

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

5. CLAIMS PROCEDURE

(a) No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to :-

- 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.

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 Vehicle to be delivered to the Company's Approved Reporting Centre for an initial verification of the circumstances of the accident. The verification process shall comprise accident reporting and photographic recording of the damages.

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

(b) In case damage to the Motor Vehicle insured is indemnifiable by this policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen (14) days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds \$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 will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force which amount the Insured has become liable to pay 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 the Policy has been in force, subject to the Company always retaining a minimum premium of \$50.

<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 Section II-2 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 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

If the Company is obliged 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 to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

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:-

<u>Period Insurance</u>	<u>Discount</u>
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 than 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 Transferrer 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 written advice, otherwise the policy shall cease to be in force. If no written advice is given by the Company, the period of insurance will be shortened to correspond to the premium paid by the Insured. If the Company is required by law or under the Agreements as stated in General 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 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.

13. LEGISLATION

Road Traffic Ordinance 1958 (Federation of Malaya), Motor Car (Third Party Risks & Compensation) Act (Cap. 189 of the Revised Edition) Republic of Singapore (the reference to Legislation under the heading "Avoidance of Certain Terms and Right or Recovery" is limited to Sections 78, 79 and 80 of the Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Singapore Act).

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; and
- (b) any other person

who has been driving the insured vehicle 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 insured 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 from driving the insured vehicle.

15. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

ENDORSEMENTS

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

Endorsement A - Third Party

It is hereby understood and agreed that Sections I (and its Exceptions) III and IV of this Policy are cancelled. It is further understood and agreed that the printed wording of General Condition 3 of the Policy is also cancelled and is replaced by the following new Condition:-

- "3. The Insured shall take all reasonable steps to maintain the Motor Car in efficient 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."

Endorsement B - Third party Fire and Theft

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

It is further understood and agreed that Sections III and IV of this Policy are deemed to be cancelled.

Endorsement C - Excess Section II (Third Party)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Insured in respect of each and every event shall be responsible for the amount shown in Schedule I as Excess in respect 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 General Condition 5 of this Policy.

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

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

Endorsement D – Young and/or Inexperienced or Elderly Drivers Excess

It is hereby understood and agreed that an additional Excess as specified in Schedule I shall apply over and above any other Excess(es) applicable under different Endorsement(s) of this Policy for accident loss or damage whilst the insured vehicle is being driven by any Young and/or Inexperienced or Elderly Drivers as defined in Schedule I.

Endorsement E - Excess Clause

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 Schedule I.

It is also hereby understood and agreed that an additional excess as specified in Schedule I 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 Schedule I.

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.

Endorsement E1 - Excess Clause (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 Schedule I 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.

Endorsement F - Excess All Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Insured in respect of each and every event shall be responsible for the amount stated in Schedule I as excess in respect of 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 General Condition 5 of this Policy.

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

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

Endorsement H - 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 claim on total loss basis and pay in cash the insured 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 car the log book 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 car.

Endorsement I - Breakage of Glass in Windscreen or Window

In consideration of an additional premium and agreed compulsory use of an ExcelDrive Workshop for replacement or repair, 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 Car following breakage of such glass (provided there is no other damage to the Motor Car) up to an amount not exceeding the sum indicated in Schedule I and that this shall not be deemed to be a claim for the purposes of the No Claim Discount Clause.

For the purpose of this endorsement any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

Provided that following the settlement of a claim the benefit under this extension shall terminate and no further reinstatement is allowed.

Endorsement K - Additional Personal Accident Insurance

It is hereby agreed that the above-stated Policy is extended to cover Personal Accident Insurance in respect of person named in Schedule I.

SUM INSURED: S\$10,000.00

Contingencies

BODILY INJURY to the life insured solely and directly caused by accidental means and being the sole and direct cause of:-

Compensations

(being a percentage of the Capital Sum Insured)

1. Death or Total Permanent Disablement	100%
2. Total and irrecoverable loss of all sight of both eyes	100%
3. Total loss by actual separation of both feet or both hands or one foot and one hand	100%
4. Total loss by actual separation of one foot or one hand together with total and irrecoverable loss of all sight in one eye	100%
5. Total and irrecoverable loss of all sight in one eye	50%
6. Total loss by actual separation of one foot or one hand	50%
7. Temporary total disablement: Weekly compensation at rate of	0.5%
8. Temporary partial disablement: Weekly compensation at rate of	0.2%

Provisos

- (a) No compensation shall be payable
- (i) Under items 1 to 6 unless the death or loss takes place within three calendar months from the date of the bodily injury causing the same.
 - (ii) Under items 7 and/or 8 in respect of any accident for more than 52 weeks from the commencement of the disablement and until the total amount thereof has been ascertained and agreed.
 - (iii) If the Insured is more than seventy (70) years of age at the time of such injury
 - (iv) For accidents sustained outside the Geographical Area
- (b) The Insured shall not be entitled to compensation under more than one item in respect of the same period of disablement or the same accident except that after compensation in respect of an accident has ceased to accrue under item 7 it can accrue under item 8 in respect of the same accident.

- (c) Any sums paid under items 7 and/or 8 shall be deducted from any sum becoming payable under items 1 to 6 respect of any event happening within the same year of insurance.
- (d) Upon payment of any claims under one of the items 1 to 6 this Policy shall be delivered up to the Company and all liability of the Company hereunder shall cease.

Exceptions

1. The Company shall not be liable under the endorsement for death or disablement directly or indirectly due to or arising or resulting from:
 - (a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege strike riot or civil commotion.
 - (b) intentional self-injury suicide or attempted suicide (whether felonious or not) intoxication drugs insanity venereal disease childbirth or pregnancy or any pre-existing physical defect or infirmity.
 - (c) the Insured engaging in winter sports football mountaineering motor cycling (whether as a driver or passenger) racing of any kind other than on foot water skiing or underwater activities involving the use of underwater breathing apparatus.
 - (d) the Insured engaging in air travel as a member of the crew or for the purpose of under-taking any technical operation in the aircraft except as a fare paying passenger in any properly licensed aircraft being operated by a licensed commercial air carrier.
 - (e) surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this policy.
 - (f) duty or service in any of the Armed Forces or Armed Uniform Groups except as a National Serviceman.
2. This endorsement does not cover any accident directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fusion.
3. The compensation provided by this endorsement shall not apply to nor include any accident and/or injury directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
4. Accidental death shall not in any way be presumed by reason of the disappearance of the Insured except in the event of the total loss by shipwreck of the ship or air crash of the aircraft in which the Insured was travelling. The onus of proof of the accident and the consequent death of the Insured shall in all cases rest with the claimant.

Endorsement L - Hire Purchase

It is hereby understood and agreed that the Hire Purchase Owners named in Schedule I (hereinafter referred to as the Owners) are the Owners of the Motor 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.

Endorsement M - 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:-

“By flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion”

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

Endorsement P6 - Riot And Strike Endorsement

It is hereby understood and agreed that the words “Strike Riot Civil Commotion” in General Exception 2 of this policy shall not apply to any accident loss damage or liability directly caused by:

- (1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- (2) The wilful act any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- (A) War invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war.
- (B) Mutiny civil commotion assuming the proportions of or amounting to a popular rising 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 toward 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 or 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 occurrence 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.

Provided however that this endorsement shall not apply to the personal accident benefits under section IV of this policy.

Endorsement P7 - Breakage Of Glass in Windscreen Or Window (Full Cost Of Reinstatement)

In consideration of the Insured's payment of an additional premium and agreed compulsory use of an ExcelDrive Workshop for replacement or repair, the indemnity provided by Section 1 of this Policy is deemed to extend to any claim by the Insured for the full cost of reinstating any glass in the windscreen or in the windows of the Motor Car following breakage of such glass (provided there is no other damage to the Motor) and that this shall not be deemed to be a claim for the purposes of the No Claim Discount Clause.

For the purpose of this endorsement any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

Following the settlement of a claim, the benefit under this extension will terminate. In consideration of the Insured's agreed payment of an additional premium, this benefit will be reinstated only once up to the expiration date of this Policy.

Endorsement R - Fleet Rated Risks – Cancellation of No Claim Discount

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

Endorsement U - COE and PARF value (Not insured)

Notwithstanding the estimated market value herein stated, it is hereby understood and agreed that in the event of an indemnity for theft or total loss, the Company shall not be liable for the residual value of the COE and the estimated PARF value of the insured vehicle at the time of loss. In consideration of the above, a premium discount is given.

Endorsement V – No Claim Discount Protection

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

No. of claims made or arisen During the Period of Insurance	NCD Entitlement on Renewal of the Policy		
	Where existing NCD entitlement is 30%	Where existing NCD entitlement is 40%	Where existing NCD entitlement is 50%
One	30%	40%	50%
Two	Nil	10%	20%
Three or more	Nil	Nil	Nil

This No Claim Discount Protection is not applicable to cases involving the loss of NCD as a result of not reporting or late reporting of accidents as set out under the Policy.

The No Claim Discount Protection applies only when policy is renewed with the Company.

Endorsement X1 – ExcelDrive Prestige Plan

It is hereby understood and agreed that this Policy will only indemnify the Insured for the costs of any accident repair provided repair is carried out at:

- an ExcelDrive Workshop; or
- at a distributor-owned or appointed motor workshop.

This Policy will automatically provide for one reinstatement of cover for Breakage of Glass in Windscreen or Window at no additional charge provided the repair or replacement of glass is carried out at an ExcelDrive Workshop.

For the purposes of this Endorsement, 'ExcelDrive Workshop' shall mean such motor repairer or workshop as approved for use by the Company under the ExcelDrive Programme at the time of accident repair but excluding a distributor-owned or appointed motor workshop.

Endorsement X2 – ExcelDrive Gold Plan

In consideration of the Insured receiving a discount on this Policy, it is hereby understood and agreed that this Policy will only indemnify the Insured for the costs of any accident repair provided repair is carried out at an ExcelDrive Workshop.

This Policy will automatically provide for one reinstatement of cover for Breakage of Glass in Windscreen or Window at no additional charge provided the repair or replacement of glass is carried out at an ExcelDrive Workshop.

For the purposes of this Endorsement, 'ExcelDrive Workshop' shall mean such motor repairer or workshop as approved for use by the Company under the ExcelDrive Programme at the time of accident repair.

Endorsement 17 – THIRD PARTY INDEMNITY TO EMPLOYER

It is hereby understood and agreed that in the terms of and subject to the limitations of the indemnity which is granted by Section II of the Policy to the Insured the Company will indemnify the employer of the Insured named in the Policy Schedule (hereinafter called the Employer) whilst any motor vehicle in connection with which indemnity is granted under this Policy (other than a motor vehicle belonging to the Employer or hired to him under a Hire Purchase Agreement) is being used upon the business of the Employer provided that such indemnity shall not include liability for death or bodily injury sustained by any person arising out of and in the course of the employment of such person by the Employer.

Provided always that the Employer:-

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

Subject otherwise to the Terms, Exceptions and Conditions of this Policy.

Endorsement 31 – COVER WHILST DRIVEN BY A MOTOR TRADER

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms of this Policy the insurance granted thereby shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

ADDITIONAL ENDORSEMENTS

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

PREMIUM PAYMENT WARRANTY CLAUSES

This Policy is subject to a Premium Payment Warranty Clause in the following. The application of the clause is determined from its relevance to the context specified within each clause.

• PAYMENT BEFORE COVER WARRANTY (1 May 2005)

This clause applies where the Policy is issued to an individual.

1. Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) 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 (or the intermediary through whom this Policy or Bond was effected) on or before the inception date referred to above, then the Policy, Bond, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Bond, Renewal Certificate, Cover Note and Endorsement.
3. In respect of coverage with "Free Look" provision, the Insured may return the original policy document to the Company or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a refund of the premium paid to the Company subject to conditions stated within the Free Look clause.

• PREMIUM PAYMENT WARRANTY (1 May 2005)

This clause shall apply where the Policy is issued to a corporate entity, Period of Insurance is more than 60 days and premium is below \$100,000 in any single Policy, Renewal Certificate or Cover Note.

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:-
 - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
 - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00 or the minimum premium applicable for the policy.
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.