

InsureDrive

Motor Insurance

INSUREDRIVE POLICY

IMPORTANT NOTICE TO POLICYHOLDER

This Policy, including any endorsements we have issued, forms a legally enforceable agreement between You (the Policyholder) and Us. We agree to pay the benefits set out in this Policy in exchange for the premiums paid.

All information provided in Your application form (including electronic application form), including declarations made over the phone or internet form the basis of this Policy.

You must answer all the questions in Your application accurately and tell Us everything You know or could reasonably be expected to know that is relevant to Our decision to give You the insurance. Otherwise, You may receive no benefit from the Policy.

Motor Emergency Assistance Service

The Motor Emergency Assistance Service is arranged by Us through our appointed assistance company to assist You in an emergency caused by or arising out of the use of the Motor Vehicle within the Geographical Area stated in the Policy unless otherwise stated.

24-HOUR EMERGENCY HELPLINE

(65) 6227 7737

You are required to always identify Yourself by giving Your full name, vehicle registration number and Policy number.

InsureDrive – Private Vehicle Insurance Policy

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

Now this Policy Witnesses 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).

DEFINITIONS

- 1. Accessories** means video, audio and other equipment (including electric car charging cables) provided or fitted in/on the Motor Vehicle as standard equipment by the Motor Vehicle manufacturer and/or distributor at the time Your Motor Vehicle was originally bought. Any other additions, unless declared and endorsed under the Policy, will be excluded.
- 2. Accident** means an unexpected and unintentional event that is violent, visible and external in relation to the Motor Vehicle.
- 3. Advanced Driver Assistance System** means the groups of electronic technologies that assist drivers in driving and parking functions.
- 4. Authorised Driver** means any person who drives the Motor Vehicle with Your consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason. For the avoidance of doubt, Authorised Driver include both Named and Unnamed Driver.
- 5. Autonomous Driving** means driving the Motor Vehicle with the aid of Advanced Driver Assistance System to reduce intervention of a human driver.
- 6. Authorised Workshop** means a panel of workshops which UOI has appointed as per the listing accompanying the Certificate of Insurance, such listing as may be amended or updated by Us from time to time.
- 7. Electric & Electronic Components** means any components that are capable of conducting electricity or powered by electricity that forms the integral part of the Motor Vehicle. This includes high and low voltage cables, battery, electric engine, electronic control units.
- 8. Excess** means the initial amount each and every claim under the Policy that You must bear, irrespective of who is at fault in the relevant Accident. The amount of the Excess and type of Excess is shown in the Schedule.
- 9. Household** means all members of Yours or Your Authorised Driver’s immediate family i.e. spouse, child or children including legally adopted, parents, brother(s) and sister(s).
- 10. Market Value** means the cost of replacing the Motor Vehicle described in the Schedule, with the same make and model, of similar condition and age as currently available immediately before the date of the of loss or Accident.
- 11. Motor Vehicle** means the motor car described in the Schedule and includes the manufacturer’s standard options and Accessories fitted to it, and any other non-standard options or descriptions that are specifically listed in the Schedule. This includes any Electric & Electronic Components fitted to the Motor Vehicle by the manufacturer.
- 12. Named Driver** means any person named in the Schedule or Certificate of Insurance under “persons or classes of persons entitled to drive” or otherwise as the Named Driver.
- 13. No Claim Discount (NCD)** means the applicable discount of Your premium for not having made a claim or not having any claim made against You by any third party in accordance with the terms of this Policy.

14. **Over-The-Air (OTA) updates** means software updates and settings installed wirelessly such as functionality, performance and safety updates.
15. **Private Charging Station** means Your own electric vehicle supply equipment (Wall boxes), approved by the local authorities, that supplies electrical power for charging plug-in electric vehicles, which You had installed within Your private premises.
16. **Unnamed Driver** means any person who is not named as a Named Driver in the Schedule or Certificate of Insurance but who is authorised by You to drive the Motor Vehicle.
17. **Unnamed Driver Excess** means the amount that You must pay as shown in the Schedule, for any claim made in respect of an Accident which occurred when the Motor Vehicle is driven by an Unnamed Driver.
18. **We/ Our/ Us** means United Overseas Insurance Limited (UOI).
19. **Windscreen** means the front, side, rear and quarter glass but not the sunroof or any glass roof of the Motor Vehicle.
20. **You/ Your/ Yourself/ Insured** refers to the Policyholder named in the Schedule or Certificate of Insurance.

BENEFITS

SECTION I - INSURANCE ON THE MOTOR VEHICLE

1. Loss or Damage

The Company will indemnify the Insured against accidental loss of or damage to the Motor Vehicle and its standard Accessories and spare parts:

- (a) whilst thereon arising anywhere within the Geographical Area or whilst in transit by direct sea route across the straits between the island of Penang and the mainland of West Malaysia or across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johor.
- (b) caused by flood, typhoon, hurricane, tornado, volcanic eruption, earthquake or other convulsion of nature.

The Company may at its own option 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 disabled by reason of loss or damage insured under this Policy, the Company will pay up to S\$500 being 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 Vehicle 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 S\$300; and
- (b) a detailed estimate of the repair cost is forwarded to the Company without delay.

4. Replacement Parts

In the event of loss or damage to the Motor Vehicle or its Accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option under Section I 1. to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- (a)
 - (i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Country in which the Motor Vehicle is held for repair or;
 - (ii) if no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty.
- (b) the reasonable cost of fitting such part; and
- (c) all parts of the Motor Vehicle under this Policy shall be assumed to be standard parts.

5. Breakage of Glass in Windscreen or Window

The Company will indemnify the Insured the full cost of reinstating any glass in the windscreen or windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) without the loss of No Claim Discount.

The Insured shall be responsible to pay for the Windscreen Excess amount specified in the Schedule and its applicable Goods and Services Tax for every windscreen claim made.

The cost of the solar film or similar as result of replacing the windscreen is not included unless otherwise stated.

The Company will waive the Windscreen Excess if the claim under this Section is limited to the windscreen glass being repaired instead of replaced.

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 Vehicle simultaneously in the same Accident.
- (d) any mechanical, electrical or electronic components breakdown, failure or breakage cause by cyber virus such as malware; or not cause by or during an Accident.

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

where such death or bodily injury or damage arises out of an Accident caused by or arising out of:

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

2. Indemnity to Authorised Driver

The Company will subject to the limits of liability specified below, indemnify any Authorised Driver who is driving the Motor Vehicle 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 for an unlimited amount in respect of any one claim or series of claims arising out of one event;
- (b) damage to property up to S\$5 million in respect of any one claim or series of claims arising out of one event

where such death or bodily injury or damage arises out of an Accident caused by or arising out of the use of the Motor Vehicle.

Provided that such Authorised Driver:

- (i) is not entitled to indemnity under any other policy;
- (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 below at the request of the Insured indemnify any person mounting into, dismounting from or traveling in the Motor Vehicle (such person being hereinafter called "the Passenger") shall become legally liable to pay in respect of:

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

Provided that the Passenger:

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

The Company shall not be liable in respect of:

- (a) death of or bodily injury to any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment;
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle.

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 reasonable costs and expenses incurred in connection with an Accident 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 limit of liability of S\$3,000, pay for legal services for the defence of any charge of causing death by driving the Motor Vehicle 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.

SECTION III - MEDICAL EXPENSES

The Company will indemnify the Insured, the Authorised Driver and/or any passenger of the Motor Vehicle, up to S\$500 for the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained as the direct and immediate result of an Accident to the Motor Vehicle.

SECTION IV - PERSONAL ACCIDENT BENEFITS

The Company undertakes to pay compensation to the Insured or his legal personal representatives on the scale provided below for bodily injury sustained by the Insured:

- (a) in direct connection with the Motor Vehicle, or
- (b) whilst mounting into, dismounting or travelling in any private 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 (3) calendar months of the occurrence of such injury result in:

| | <u>Scale of Compensation</u> | |
|--|----------------------------------|--|
| (1) Death | S\$25,000 | |
| (2) Total and irrecoverable loss of all sight in both eyes | S\$25,000 | |
| (3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot | S\$25,000 | In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any motor car or motor cars compensation shall be recoverable under one Policy only. |
| (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\$25,000 | |
| (5) Total and irrecoverable loss of all sight in one eye | S\$12,500 | |
| (6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot | S\$12,500 | |

Payment shall be made under one only of sub-section (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$25,000 during any one Period of Insurance.

Provided always that:

- (i) the Insured is not less than 16 or more than 65 years of age at the time of such injury;
- (ii) 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 (where felonious or not) physical defect or infirmity or (ii) an Accident happening whilst the Insured is under the influence of intoxicating liquor or drugs.

SECTION V – CAR LOAN RELIEF COVER – EXCLUSIVE FOR UOB CAR LOAN CUSTOMERS

In the event of an Accident where the Insured is the driver of the Motor Vehicle and resulted in Death within three (3) calendar months of the occurrence, the Company undertakes to pay United Overseas Bank Limited being the Hire Purchase owner as stated in the Policy Schedule, for up to S\$50,000 for the car loan settlement, if the Hire Purchase owner has not been discharged.

For this purpose, the cause of Death shall be the result of bodily injury caused by violent, accidental, external and visible means which give rise to a result not intended or anticipated arising from the Accident.

Provided always that:

- (a) the Insured is the hirer of the Motor Vehicle's car loan with UOB and is not less than 21 or more than 65 years of age at the time of such Accident.
- (b) no compensation shall be payable in respect of death directly or indirectly wholly or in part arising or resulting from or traceable to (i) intentional self-injury suicide or attempted suicide (where felonious or not) physical defect or infirmity or (ii) an Accident happening whilst the Insured is under the influence of intoxicating liquor or drugs.
- (c) the settlement amount shall exclude any outstanding due to prior non-payment before the Accident that resulted in Death or any arrears interest incurred due to late payment of loan.

GEOGRAPHICAL AREA

West Malaysia, the Republic of Singapore and that part of Thailand within 80 kilometers of the border between Thailand and West Malaysia.

LEGISLATION

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

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 Malaysia on 15 January, 1968, or the Agreement executed between the Minister of Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22nd February, 1975 or any subsequent revisions to the above Acts and Agreements, 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.

LOCAL JURISDICTION CLAUSE

The indemnity provided herein shall not apply to:

- (a) Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of Singapore, Malaysia and Brunei.
- (b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic of Singapore, Malaysia and Brunei.

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 of Insurance</u> | <u>Discount</u> |
|--|-----------------|
| The preceding year | 10% |
| The preceding two consecutive years | 20% |
| The preceding three consecutive years | 30% |
| The preceding four consecutive years | 40% |
| The preceding five 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 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 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.

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.

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.

NO CLAIM DISCOUNT PROTECTION (APPLICABLE TO COMPREHENSIVE PLAN ONLY)

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

| Number of claim(s) made or arisen during the Period of Insurance | NCD Entitlement on renewal of the Policy | |
|--|--|---------------------------------|
| | Existing NCD entitlement is 40% | Existing NCD entitlement is 50% |
| 0 | 40% | 50% |
| 1 | 40% | 50% |
| 2 | 10% | 20% |
| 3 or more | 0% | 0% |

The No Claim Discount Protector benefit:

- (a) is not transferable to any other insurer on the transfer of the policy to other insurer;
- (b) is not available to cases involving the loss of NCD as a result of not reporting or late reporting of Accidents as set out under the policy;
- (c) does not protect against non-renewal or cancellation of the policy;
- (d) the No Claim Discount Protection applies only when this Policy is renewed with the Company.

ENDORSEMENTS

The following Endorsements only apply when specified in the Schedule and are subject to the Terms, Exceptions and Conditions of this Policy.

ENDORSEMENT No. 1 - Excess All Claims

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

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. 2 - Excess Damage Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the section(s) specified in the Schedule of this Policy, the Insured in respect of each and every event shall be responsible for the first amounts specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the insured to the Company forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle. This Endorsement shall not apply to loss or damage caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.

ENDORSEMENT No. 2(e) - Young and/or Inexperienced Driver Excess

It is understood and agreed that in the event of any claim arising under Section I of this Policy whilst the Motor Vehicle insured hereunder is being driven by:

- (a) any person under the age of twenty five (25) and/or;
- (b) any person having held a valid driving licence for less than three (3) years

The Insured in respect of each and every event shall be responsible for an amount as stated in the Policy Schedule. This Excess shall not be applied to loss or damage caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.

ENDORSEMENT No. 2(f) - Compulsory Excess

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that in the event of any claim arising under Section I of this Policy whilst the Motor Vehicle in respect of which indemnity is granted by this Policy is being driven by or is for the purpose of begin driven by him in the charge of:

- (a) any person under the age of twenty five (25);
- (b) any person who is the holder of a provisional driving licence;

- (c) any person other than:
- (i) the persons named in the Schedule under the heading Excess Clause
 - (ii) a uniformed driver of the Automobile Association.

Provided always that neither of the persons named under (i) and (ii) is under the age of twenty five (25) or the holder of a provisional driving licence the Insured in respect of each and every event shall be responsible for the first S\$3,000, hereafter known as the "Excess" - (or any less expenditure which may incurred) of any expenditure for which provision is made hereunder.

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.

Provided that 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.

Provided further that the above Excess shall not apply to loss or damage caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.

Provided further that (c) above shall not apply in the event of the premium under the Policy for the current period having been calculated with a "No Claim Discount" allowed on the basis that the Insured has had two or more years free of claim. Notwithstanding this proviso, however, immediately after the occurrence of any Accident involving or likely to involve a claim under the Policy, the "Excess" becomes applicable again.

ENDORSEMENT No. 3(p) – Third Party Only

It is hereby understood and agreed that Section I (and its Exceptions), III and IV of this Policy are cancelled.

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

"The Insured shall take all reasonable steps to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the insured."

ENDORSEMENT No. 3(q) - Third Party Fire and Theft Only

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

ENDORSEMENT No. 4(a) - Policy issued other than to an individual

It is hereby understood and agreed that Sections III and IV and sub-section 1 (ii) of Section II of this Policy are deemed to be cancelled.

ENDORSEMENT No. 4(d) - Policies issued other than to individuals

It is hereby understood and agreed that the words "the Insured" appearing in Section IV of this Policy shall be deemed to be deleted and "as stated in the Schedule are" substituted.

It is further understood and agreed that sub-section 1 (ii) of Section II of this Policy is deemed to be cancelled.

ENDORSEMENT No. 7(a) - Accidents to Unnamed Passengers

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company will pay compensation based on the scale provided below for bodily injury as hereinafter defined sustained by any person (other than the Insured and his paid driver or attendant and/or a person in the employ of the Insured coming within the scope of the Work Injury Compensation Legislation subsequent amendments to the said Legislation and engaged in and upon the service of the Insured at the time such injury is sustained) whilst mounting into dismounting from or travelling in (but not driving) 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:-

| | <u>Scale of Compensation</u> |
|--|--|
| (1) Death | S\$ 10,000 |
| (2) Total and irrecoverable loss of sight in both eyes | S\$ 10,000 |
| (3) Total loss by physical severance at or above the wrist or ankle of both hands feet or of one hand together with one foot | S\$10,000 |
| (4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye | S\$10,000 |
| (5) Total and irrecoverable loss of sight in one eye | S\$ 5,000 |
| (6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot | S\$ 5,000 |
| (7) Total disablement from engaging in or giving any attention to such person's occupation | S\$50 per week for a period not exceeding 26 consecutive weeks |

Provided always that:

- (a) Compensation shall be payable under one only of items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum as stated in the Schedule during any one Period of Insurance;
- (b) No weekly compensations shall become payable until the total amount shall have been ascertained and agreed;
- (c) Such person is not less than 16 nor more than 65 years of age at the time of such injury;
- (d) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity or (2) an Accident happening whilst such person is under the influence of intoxicating liquor or drugs;
- (e) Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person;
- (f) If the number of person (including the driver) in the Motor Vehicle at the time of the occurrence exceeds the number stated as the seating capacity in the Schedule the Company shall be liable only for a pro rata proportion of the compensation which otherwise would be payable.

ENDORSEMENT No. 15 - Hire Purchase Agreement

It is hereby understood and agreed that Hire Purchase Owner(s) as stated in the Schedule (hereinafter referred to as the Owners) are the Owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this Policy shall be made to the Owner as long as they are Owner of the Motor Vehicle 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 stated in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the Prior consent in writing of the Company.

ENDORSEMENT No. 15(b) - Non Cancellation Clause

The Company will advise the Hire Purchase Owner(s) upon receipt of instructions from the Insured to cancel the Policy.

ENDORSEMENT No. 15(c) - Loss Payable Clause

It is hereby understood and agreed that the Hire Purchase Owner(s) is the Owners of the Motor Vehicle which is the subject of a Hire Purchase Agreement made between the Owners of the One part and the Hirer of the other part. It is further agreed that in the event of loss or damage, the Company will pay the Owners to the extent of their interest and that this Policy in so far as it concerns the interest of the Owners only shall not be invalidated by any act or neglect of the Hirer.

ENDORSEMENT No. 15(d) - Bill of Sale

It is hereby understood and agreed that the Lender as stated in the Schedule are the chargees of the Motor Vehicle which is the subject of a Bill Sale made between the Lender of the one part and the Borrower of the other part. It is further agreed that in the event of loss or damage, the Company will pay the lender to the extent of their interest that this Policy in so far as it concerns the interest of the Lender only shall not be invalidated by any act or neglect of the Borrower.

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 accidental 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 minimizing the consequences of such disturbance.
- (2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accidental loss, damage or liability (except so far as is necessary to meet the requirement of the Legislation) directly or indirectly proximately or remotely occasioned by or 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 thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

It is further declared and agreed that the extension of cover provided by this endorsement shall not apply to the Personal Accident benefits provided by this Policy.

ENDORSEMENT No. 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.

ENDORSEMENT No. 33 - Private Use - Indemnity to Person Using

It is hereby understood and agreed that whilst the Motor Vehicle is being used by any person for social domestic or pleasure purposes with the permission of the Insured, the Company will in the terms of and subject to the limitations of and for the purposes of Section II of this Policy indemnify the person using the Motor Vehicle in respect of any act or omission of the driver provided that:

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

ENDORSEMENT No. 34 – Authorised Workshop Plan (Applicable to Essential Plan only)

It is hereby understood and agreed that this Policy will only indemnify the Insured for the costs of repair to the damage Motor Vehicle arising from any Accident provided the repair is carried out at one of the Company's Authorised Workshops.

Failure to comply would be deemed as a breach of this Endorsement and we shall have the right to decline liability under Section I-1 of this Policy.

For the purpose of this Endorsement, "Authorised Workshops" shall mean such repairers or workshops as appointed by the Company from time to time, and are subject to changes.

ENDORSEMENT No. 35 – Loss of Use

In consideration of additional premium, the Company will pay S\$50 a day for up to five (5) days in any one Period of Insurance for loss of use of the Motor Vehicle during repair as a result of an Accident covered under Section I of this Policy and where repair period exceeds three (3) days.

The period of loss of use will commence from the date the Company approve the estimated repair costs of the Motor Vehicle.

This benefit will not be applicable:

- (a) when the repair work is delayed due to non-availability of spare parts;
- (b) for return jobs to the workshop due to repair not up to Insured's satisfaction;
- (c) for delay in collecting the Motor Vehicle upon completion of repair by the Insured.

If You make a claim for loss of use alone, Your No Claim Discount will not be affected.

The Loss of Use benefit must be submitted to the Company within thirty (30) days upon completion of repair.

ENDORSEMENT No. 36– Medical Expenses Enhancement

In consideration of additional premium, the limit of liability under Section III – Medical Expenses is amended to S\$3,000 per Accident.

ENDORSEMENT No. 37 – Private Charging Station (for Electric Motor Vehicle only)

It is hereby understood and agreed that this Policy shall extend to cover the cost of repair or replace the damaged Private Charging Station which is installed with the approval from local authorities within the Insured's premises, arising from an Accident but not due to internal mechanical or electrical failure.

Provided always that the Company shall not be liable for any loss, damage, injury or liability to any property and/or person caused by the Private Charging Station whether during normal usage or faulty.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. any Accident, loss, damage or liability caused sustained or incurred
 - (a) outside the Geographical Area.
 - (b) whilst any motor vehicle in respect of which indemnity is provided by this Policy is
 - (i) being used otherwise than in accordance with the Limitations as to Use;
 - (ii) being driven by or is for the purpose of being driven by him in charge of any person other than an Authorised Driver;
 - (iii) being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of intoxicating liquor or drugs;
 - (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.

Provided that conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act (Chapter 276 of the Revised Edition) as reprinted on 15th July 1994 incorporating all amendments up to that date or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (b) (iii) to apply where the offence was committed at the time of an Accident or event giving rise to a claim under this Policy.

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

2. any Accident, loss, damage, injury or liability arising from the use of Autonomous Driving System of the Motor Vehicle.
3. any Accident, loss, damage, injury or liability (including any cost of defending any action) arising directly or indirectly to:
 - (a) operating the Motor Vehicle with Over-The-Air (OTA) updates that are not approved by the Motor Vehicle's manufacturer or are not in final build, i.e. alpha, beta, and gamma tests builds, as declared by the Motor Vehicle's manufacturer; or
 - (b) Insured's failure to install and/or accept OTA updates recommended by the Motor Vehicle's manufacturer.
4. any Accident, loss damage or liability (except so far as is necessary to meet the requirement of the Legislation) directly or indirectly proximately or remotely occasioned by or 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 and civil commotion;
 - (c) detention, seizure, confiscation or any attempt thereat;

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 consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

5. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

6. (a) any Accident, loss or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom of any consequential loss;
 - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by 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.
7. 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 is/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" of 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.

CONDITIONS

1. Interpretation

- (a) 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.
- (b) Proposal shall mean any signed proposal form or electronic form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefore.

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 Vehicle

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

4. Notification of Accidents

- (a) In the event of any Accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall report the Accident to the Company or the authorised representative of the Company together with the Accident vehicle for inspection within twenty four (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 an Accident and/or an occurrence will result in the Insured being denied indemnity under both Section I and Section II of the Policy in respect of that particular Accident and/or occurrence. Notwithstanding the No Claim Discount (NCD) provisions set out herein, failure to comply with this **Condition Precedent** will additionally result in the Insured losing all or part of his NCD as set out below.

| No Claim Discount | |
|-------------------|---------------------------------|
| Current | Upon Renewal (Non-Reporting) |
| 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 NCD entitlement as a result of claims arising from an Accident.
- Non-Reporting NCD refers to the loss of percentage of NCD as a result of not reporting or late reporting of an Accident as set out under the Policy.

5. Claims Procedure

- 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; and
 - 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.
- 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 S\$300 in total.

6. Goods and Services Tax on Policy Excess/Deductible

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

7. No Claim Discount (NCD) Declaration

In the event there is a difference between the NCD declared by the Insured and the NCD applicable, the Insured shall pay to the Company any difference in the Premium by the payment due date as set out in the Company's written notice; otherwise the Company will shorten the Period of Insurance to correspond to the Premium paid by the Insured.

8. Cancellation (Applicable to all Plans)

Either the Insured or the Company may cancel this Policy at any time during the Period of Insurance by giving each other seven (7) days' notice in writing by registered post to the last known address. In such event, the Insured is entitled to a return of premium based on the formula below subject to the Company retaining a minimum premium of S\$50.00, subject to GST.

| | | |
|-------------------------|------------------|--|
| Cancellation by Company | Premium Refund = | $\frac{\text{Premium paid} \times \text{Unused period of insurance (days)}}{\text{*Original Period of insurance (days)}}$ |
| Cancellation by Insured | Premium Refund = | $\frac{80\% \text{ of the Premium paid} \times \text{Unused period of insurance (days)}}{\text{*Original Period of insurance (days)}}$ |

*Original Period of Insurance shall be deemed to include any extension of period in the Policy.

The Company will not refund any premium if:

- (i) a claim, including windscreen damage claim, has been paid under this Policy; or
 - (ii) Insured has reported a claim, including windscreen damage claim, has been reported and outstanding; or
 - (iii) the premium for the policy is not paid yet.
- All premium refund will be subject to GST

If the Policy is cancelled before the effective date of insurance, the Company will charge a minimum premium of S\$50 (subject to GST).

9. 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 ratable 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) to Section II - 2 of this Policy.

10. 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 Arbitrator one to be appointed in writing by each parties within one calendar month after having been required in writing to do so 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Conditions Precedent to The Company's Liability

The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

MEMORANDUM APPLICABLE TO ALL SECTIONS

CONDITION PRECEDENT

The validity of this Policy is subject to the condition precedent that:

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

It is hereby understood and agreed that a person who is not a party to this policy contract shall have no right under the Contracts (Rights Of Third Parties) Act 2001 to enforce any of its terms.

PDPA CLAUSE – INDIVIDUAL

In accordance to the Provisions of the Personal Data Protection Act 2012 (“PDPA”), the UOI’s Privacy Notice shall forms part of the Terms and Conditions of this Policy.

A copy of UOI’s Privacy Notice can be found at www.uoi.com.sg.

POLICY OWNERS’ PROTECTION SCHEME

This Policy is protected under the Policy Owners’ Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you.

For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact UOI or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg).

PAYMENT BEFORE COVER WARRANTY

1. The premium due must be paid to the Insurer (or the Intermediary through whom this policy or bond was effected) on or before the inception date (“the inception date”) or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the Intermediary when of the following acts takes place:
 - (a) cash or honoured cheque for the premium is handed over to the Insurer or the Intermediary;
 - (b) a credit or Debit Card Transaction for the premium is approved by the issuing bank;
 - (c) a payment through an electronic medium including the internet is approved by the relevant party;
 - (d) a credit in favour of the Insurer or the Intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid the Insurer (Or the Intermediary through whom this policy or bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Insurer (or the Intermediary through whom this policy was effected) within sixty (60) days of the inception date of the coverage under the policy, renewal certificate of cover note.
2. In the event that any premium due is not paid and actually received in full by the Insurer (or the intermediary through whom this policy was effected) within the sixty (60) day period referred to above, then:
 - (a) The cover under the policy, renewal certificate or cover note is automatically terminated immediately after the expiry of the said sixty (60) day period;
 - (b) The automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - (c) The Insurer shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. The period of insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Insurer (or the intermediary).

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom or United States of America.

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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 Endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.