

## Commercial Vehicle

### Insurance Policy

**IMPORTANT NOTICE**

Please read this Policy carefully and if there are any ambiguous terms or areas of uncertainty or if it is not in accordance with your requirements, kindly contact EQ Insurance Company Limited.

This Policy, the Policy Schedule, any Endorsement and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.





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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 1 - LOSS OR DAMAGE TO INSURED VEHICLE

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon:
  - A) by accidental collision or over-turning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear;
  - B) by fire external explosion self-ignition or lightning or burglary housebreaking or theft;
  - C) by malicious act;
  - D) whilst in transit (including the processes of loading and unloading incidental to such transit) by
    - i. road rail inland waterway lift or elevator,
    - ii. direct sea route across the straits between the island of Penang and the mainland or across the Straits between Changi Point Singapore and Tanjung Belungkor Johor.
2. At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's liability shall not exceed the prevailing market value of the Motor Vehicle at the time of loss or the estimated value stated in the Policy Schedule whichever is the lower.

Notwithstanding the coverage provided under Section 1, 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 freight charges.

3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to a Limit of Liability of S\$300 bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.
4. The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
  - A) the estimated cost of such repair does not exceed S\$300;
  - B) a detailed estimate of the cost is forwarded to the Company without delay.

## EXCEPTIONS TO SECTION 1

The Company shall not be liable to pay for:

- A) consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages;
- B) damage caused by overloading or strain;
- C) damage caused by explosion of any boiler forming part of or attached to or on the Motor Vehicle;
- D) damage to tyres unless the Motor Vehicle is damaged at the same time.

## SECTION 2 – LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the

Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

- A) death of or bodily injury to any person 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\$500,000 in respect of any one claim or series of claims arising out of one event.
2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver:
    - A) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply;
    - B) is not entitled to indemnity under any other Policy.
  3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.
  4. The Company will pay all the costs and expenses incurred with its written consent.
  5. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
  6. The Company may at its own option:
    - A) Arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section.
    - B) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

## EXCEPTIONS TO SECTION 2

The Company shall not be liable in respect of:

- A) death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom;
- B) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- C) damage to property belonging to held in trust by or in the custody of or control of:
  - i. the Insured or any member of the Insured's household; or
  - ii. any Authorised Driver claiming to be indemnified under Section 2-2 or any member of his household;
- D) damage to property being conveyed by the Motor Vehicle;
- E) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the motor vehicle or of the load carried by the motor vehicle;
- F) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle;
- G) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation;
- H) compensation for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia or the Republic of Singapore;
- I) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore.

## SECTION 3 – TOWING DISABLED VEHICLES

This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify the Insured in terms of Section 2 in respect of

liability in connection with such towed vehicle provided that:

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

## NO CLAIM DISCOUNT

### A) Reduction in Premium

If no claim has been made on this Policy, the Company will reduce the renewal premium as follows:

No claims for:	No Claim Discount
One Year	10%
Two consecutive years	15%
Three or more consecutive years	20%

### B) Reduction in No Claim Discount

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 against this Policy.

In the event one or more claims have been made during a Period of Insurance, the No Claim Discount shall be reduced to zero.

### C) Transfer of Interest

If the Company consent to a transfer of the interest in this Policy to another owner, the No Claim Discount will not be transferred to the other owner.

If more than one Vehicle is described in the Policy Schedule, the No Claim Discount will be applied as if a separate policy had been issued for each Vehicle.

## JURISDICTION CLAUSE

The Indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the West Malaysia or the Republic of Singapore.

## LEGISLATION

Road Traffic Ordinance 1958 (Federation of Malaya) Motor Vehicles 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 of Recovery" is limited to Section 78, 79 and 80 of the Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Insurance Act)

## GEOGRAPHICAL AREA

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

## AUTHORISED DRIVER AND LIMITATIONS AS TO USE

As described in the Certificate of Insurance.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15th January 1968 or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22nd

February 1975.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation or such agreement.

## 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 the 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 stated on the Certificate of Insurance;
    - ii. being driven by or 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 Section 68, 69, 70 or 71A of the Road Traffic Act (Chapter 92 of the Revised Edition) 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;
    - 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;

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;

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 flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or war-like operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim;
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
5. A) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- B) any liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from ionizing 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;
6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;

7. any accident loss damage or liability if the insured vehicle does not have a valid Certificate of Entitlement;
8. any accident loss damage or liability caused sustained or incurred whilst the vehicle is being used Airside at any airport or aerodrome. The term "used Airside" shall mean the maneuvering areas and aprons of the airport and service roads which are directly associated therewith.

If a law or laws are named in a section of 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.

## GENERAL CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or 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 and Claim Procedure
  - A) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
  - B) In case of theft or other criminal act which may give rise to a claim under this policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
  - C) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence.

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

### NCD Commercial Vehicles

Current	Upon Renewal
20%	15%
15%	10%
10%	0%
0%	0%

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

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

- \* Accident NCD ----- Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.
  - \* Non-Reporting NCD ----- Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy.
5. A) No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to:
    - i. take over and conduct in the name of the Insured or such person the defence or settlement of any claim;
    - ii. prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise; and/or
    - iii. 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:

- i. providing all such information and assistance as the Company may require;
- ii. allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is required. 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, the Insured or any person claiming to be indemnified shall arrange for the Motor Vehicle to be delivered to any centre or motor workshop as authorised by the Company for an initial verification of the circumstances of the accident. The verification process shall comprise accident reporting and photographic recording of the damages.

This shall be done within twenty-four hours of an occurrence of damage to the Motor Vehicle or its reasonable discovery. If the Motor Vehicle is not delivered to any authorised centre for verification within twenty-four hours, the Insured or any person claiming to be indemnified shall:

- i. proceed to an authorised centre for a verification to be conducted as soon as possible; and
- ii. write to the Company stating the reason for the inability to have the verification carried out within twenty four hours.

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 S\$300 in total.

6. At any time after the happening of any event giving rise to a claim or series of claims under Section 2-1(B) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section 2-1(B) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
7. Either the Insured or the Company may cancel this Policy at any time by giving each other 7 days' notice in writing by registered post to the last known address of the other. The Company will refund 80% of the premium to Insured less a pro-rated amount to cover the period when Insured were covered under this Policy.

Insured has to return the original Certificate of Insurance as required by law when this Policy is cancelled.

No refund will be payable if on or before cancellation of this Policy:

- A) a claim has arisen
  - B) the Certificate of Insurance has not been returned; or
  - C) premium due has not been promptly paid.
8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its 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 (ii) of Section 2-2 of this Policy.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. The due observance and fulfillment 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.
11. The terms exceptions and conditions of this Policy, so far as applicable and with any necessary modifications, shall apply to the Insured's legal representative.

#### **ADDITIONAL ENDORSEMENTS**

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

#### **Conditions Precedent to The Company's Liability**

The due observance and fulfillment of the Terms and Conditions of this Policy insofar as they relate to anything to be done or not to be done by you 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.

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 he/she 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 incept.

#### **IT Clarification Clause**

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

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **War and Terrorism Exclusion Clause**

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.

- A) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- B) Any act of terrorism.

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, for 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 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.

The Underwriters 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.

#### **Contracts (Rights of Third Parties) Act 2001**

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.

#### **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 (1st 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 declared and agreed 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 and 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 was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.
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 full refund of the premium paid to the Company provided that no claim has been made under the insurance.

### Premium Payment Warranty (1st 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 S\$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 declared and agreed 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 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 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.

### Premium Installment Payment Warranty (1st May 2005)

This Clause shall apply where the Policy is issued to a Corporate Entity, Period of Insurance is more than 60 days and the total premium in any single Policy, Renewal Certificate or Cover Note is S\$100,000 or more and payment by installment is allowed subject to full payment within 6 months from the Commencement Date of the Policy

1. Notwithstanding anything herein contained but subject to Clauses 2 and 3 hereof, it is hereby declared and agreed if the period of insurance is 60 days or more and the total premium is S\$100,000 or more that:
  - A) the first installment of not less than 50% of the total 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:
    - i. INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note: or
    - ii. EFFECTIVE date of Each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note; AND
  - B) the second and subsequent incitements, if any, of the total premium due, in such amounts as specified by the Company for each installment must be paid and actually received in full by the Company (or the intermediaries through whom this Policy was effected) on or before the respective due dates as specified by the Company

2. In the event that the first installment of not less than 50% of the total 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: and
  - B) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60 day period;
  - C) the Company shall be entitled to a pro-rata time on risk premium subject to minimum premium applicable for the Policy.
3. In the event that the second or any subsequent installment of the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the respective due dates as specified by the Company, then:
  - A) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the respective due date in respect of which the installment has not been paid; and
  - B) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the period before the respective due date in respect of which the installment has not been paid;
  - C) the Company shall be entitled to a pro-rata time on risk premium subject to minimum premium applicable for the Policy.
4. For the avoidance of doubt, it is hereby declared and agreed that payment by installment is not allowed for any subsequent Endorsement if the effective date of the Endorsement is more than 6 months from the inception date of the Policy.

### COMMERCIAL VEHICLE INSURANCE ENDORSEMENTS

(NOT APPLICABLE UNLESS OTHERWISE PRINTED IN SCHEDULE)

#### Endorsement A - Third Party

It is hereby understood and agreed that Section I (and its Exception) of this Policy is cancelled. It is further understood and agreed that the printed wording of 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 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."

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

#### Endorsement B - Third Party, Fire and Theft

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 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.

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

#### Endorsement C - Excess Section 2 (T.P.)

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 the Schedule I as



Excess under this Endorsement in respect of any expenditure for which provisions 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 the insured vehicle which indemnity is granted under this Policy.

#### **Endorsement D - Young & Inexperienced Drivers Excess**

It is hereby understood and agreed that an additional excess of S\$3,000 shall apply for accident, loss or damage for any driver who is below the age of 26 or possess a full driving licence for less than 2 years.

#### **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 1 as excess under this endorsement 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 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 the insured vehicle 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 1 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 the indemnity provided by Section 1 of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to an amount not exceeding the sum stated in Schedule 1 and that this shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

For the purpose of this endorsement any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for 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 unless it is reinstated and a further additional premium paid.

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

#### **Endorsement L - Hire Purchase**

It is hereby understood and agreed that the Hire Purchase Owners named in Schedule 1 (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 damage (which loss or damage is not made good by repair reinstatement or replacement) under Section 1 of this Policy shall be made to the Owners as long as they are Owners 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 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.

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

#### **Endorsement M - Own Damage, Fire and Theft Claims**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the Excess stated in Schedule 1 (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.

#### **Endorsement N - Legal Liability of Passengers for Acts of Negligence**

It is hereby understood and agreed that the Company will at the request of the Insured indemnify in terms of Section 2 of this Policy any person mounting into dismounting from or travelling in the Motor Vehicle such person being hereinafter called "the Passenger".

Provided that the Passenger shall as though he were the insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

#### **Exceptions**

The Company shall not be liable in respect of:-

- A) death of or bodily injury to 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.

#### **Endorsement P - Riot and Strike**

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

Provided that the indemnity given by reason of this endorsement shall not

apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- A) war invasion the act of foreign enemies hostilities or war-like operations (whether war be declared or not) civil war.
- B) mutiny civil commotion assuming the proportions of or amounting to 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 claim.

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

#### **Endorsement Q - Inclusion of Special Perils**

It is hereby understood and agreed that the following shall be deemed to be added to Section 1 - 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.

Subject otherwise to the Terms Exceptions and Conditions 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 S - Mobile Plant**

Inclusion of Third Party Working Risk where Tool of Trade is used only for work performed in or upon the Motor Vehicle or Trailer

It is hereby understood and agreed that except so far as it is necessary to meet the requirements of the Legislation the Company shall be under no liability under Section 2 of this Policy in respect of liability arising out of:-

- A) The explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- B) The operation other than in or on the Motor Vehicle of any plant forming part of or attached to such Motor Vehicle.

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

#### **Endorsement T – 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.

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

#### **Endorsement 5a - Accident to Paid Driver/ Attendant**

It is hereby understood and agreed that the company will pay compensation on the scale provided below for bodily injury sustained by the paid driver/attendant in the employ of the insured in direct connection with the commercial vehicle and caused by violent accidental external and visible means which independently or 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	SS\$1,000
2) Total and irrecoverable loss of all sight in both eyes	SS\$2,000
3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	SS\$2,000
4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	SS\$2,000
5) Total and irrecoverable loss of all sight in one eye	SS\$1,000
6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	SS\$1,000
7) Total disablement from engaging in or giving any attention to such person's occupation	SS\$5.00 per week for a period not exceeding 13 consecutive weeks

Provided always that:

- A) Compensation shall be payable under only one of items (1) to (7) above in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of SS\$2,000 during any one period of insurance.
- B) No weekly compensation shall become payable until the total amount has been ascertained and agreed
- C) Such person is not less than 22 or 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
  - i. intentional self-injury suicide or attempted suicide physical defect or infirmity
  - ii. an accident happening whilst such person is under the influence of intoxicating liquor drinks 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.

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

#### **POLICY OWNERS' PROTECTION SCHEME**

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the Company or visit the GIA/LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).



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