

# PRIVATE CAR POLICY

Here is your private car policy. We have written it in plain English so that you can understand your rights and duties. Please read the policy carefully to make sure that it gives you all the insurance cover that you want.

Please check any policy we give you when you start your policy and each time you renew it. It shows the type of insurance you have taken up, specific details about your car and its parts, the limits of cover and any special conditions.

<b>Definitions:</b>	<b>You</b>	means the person or persons named as the insured on the policy
	<b>Your car</b>	means the car or cars shown on the policy
	<b>We / us</b>	means <b>ETIQA INSURANCE BERHAD</b>
	<b>Policy</b>	includes pre-printed terms and conditions, policy schedule and endorsements
	<b>Accessories</b>	means factory fitted or manufacturer's accessories

## 1 WHAT YOU ARE INSURED AGAINST (A SUMMARY)

Your private car policy offers 3 different types of insurance. The extent of the insurance you have depends on the type of cover you have taken up.

The table shows what you get for each type of cover.

Your policy shows the type of cover you have paid for and other information.

Cover provided	Type of cover		
	Comprehensive	Third party, fire and theft	Third party only
Car			
a) accidental loss or damage by fire	✓	✓	
b) loss or damage by theft	✓	✓	
c) accidental loss or damage by other insured causes	✓		
Accidental loss or damage to			
a) accessories and spare parts	✓	✓*	
Towing to repairers or place of safety following accident	✓	✓	
Your legal liability			
a) death or bodily injury to other people	✓	✓	✓
b) loss or damage to property of other people	✓	✓	✓
c) your legal costs and expenses	✓	✓	✓
Other Benefits			
a) personal accident benefits (for you only)	✓		
b) medical expenses	✓		

\* by fire and/or theft only.

## 2 YOUR CAR: DAMAGE, LOSS OR THEFT

### 2.1 Comprehensive cover

If your car and its accessories and spare parts are accidentally damaged, lost or stolen during the period of insurance, we may at our option:

- repair or replace any part of the car or any accessory or spare part damaged or stolen; or
- pay in cash the amount of loss or damage.

### 2.2 Third Party, Fire and Theft Cover

If your car and its accessories and spare parts are accidentally damaged by fire or stolen during the period of insurance, we may at our option:

- repair or replace any part of the car or any accessory or spare part damaged or stolen; or
- pay in cash the amount of loss or damage.

### 2.3 Additional terms (Applicable to 2.1 and 2.2)

The accessories and spare parts must be on the car at the time of damage, loss or theft.

We pay no more than the market value of the part of the car, the accessories or spare parts damaged or lost plus the reasonable costs of fitting parts.

#### 2.3.1 Protection and Removal after damage or loss

After your car is accidentally damaged or recovered after theft, we pay the reasonable cost of protecting and removing your car to the nearest repairer and delivery after repair.

The maximum amount we pay is the limit of liability shown on the policy for this benefit.

#### 2.3.2 Authority to repair

In case your car is accidentally damaged and the damage is covered by your policy, you may authorise the repair of your car if:

- the estimated cost of the repair is not more than the authorised repair limit shown on the policy; and
- you send us a detailed estimated cost as soon as possible.

#### 2.3.3 Total loss settlement

If your car is a total loss, the maximum amount we pay is the market value of the car at the time of loss/damage.

### 2.4 What is not insured (Applicable to 2.1 and 2.2)

Your policy does not insure you against:

- depreciation, wear and tear to your car
- mechanical, electrical or electronic breakdown, failure or breakage to your car
- damage to tyres unless other parts of the car are damaged in the same accident
- loss of use of your car or any other indirect or consequential loss.

## 3 LIABILITY TO OTHERS

### 3.1 Your liability

#### 3.1.1 Injury and damage

With all types of cover, we pay all the amounts that you are legally liable to pay to others in compensation for:

- death or bodily injury
- loss of or damage to property

as a result of an accident occurring during the period of insurance and arising out of the use of your car.

#### 3.1.2 Legal representation and services

At our option we may:

- arrange for representation at any inquest or official inquiry
- undertake the defence in any proceedings against you for an act or alleged offence relating to an event covered by this section of your policy
- if you ask us, arrange and pay for legal services to defend you or your authorised driver against a charge of causing death by driving (but not a charge of murder). The most we pay for these legal services is the limit of liability shown in the policy.

### 3.1.3 Costs and expenses

If you get our written consent before you incur them, we pay for any reasonable costs and expenses in connection with an accident that involves your legal liability to others.

### 3.1.4 Driving other cars

We also insure you against these legal liabilities when you are driving a private car not owned by you but in your legal custody or control. The car must not be one that is hired to you, your employer or partner under a hire purchase, rental or other agreement. And provided further that the car is registered under the Road Traffic Act (and subsequent amendments) and its registration under the Road Traffic Act (and subsequent amendments) has not been cancelled at the time of the accident loss or damage.

Only individuals are entitled to this benefit. It does not apply if the insured is a company.

## 3.2 The liability of others

We give the same cover against legal liability as we give you to:

- a) any persons driving your car with your permission for:
  - (i) social, domestic or pleasure purposes; or
  - (ii) for your own business
- b) any passenger in your car
- c) your employer while you are driving a car covered by this policy for your employer's business but only if they:
  - i) comply with each condition of the policy as far as it applies to them; and
  - ii) are not entitled to cover under any other insurance policy.

In the event of your death, this cover continues to apply to any member of your family, paid driver or other person driving your car if they had your permission to drive it in your lifetime.

## 3.3 Legal personal representatives

If anyone (including you) who has incurred legal liability and who is covered for it under this policy dies, we cover the person's legal personal representatives to the same extent if someone claims against them for that legal liability.

## 3.4 What is not insured?

This section of your policy does not insure against claims for:

- a) death or bodily injury to:
  - i) a person (including you) driving your car
  - ii) any employee employed by any person covered under this policy if the death or bodily injury arises out of and in the course of that person's employment
- b) loss or damage to property that:
  - i) belongs to, or is in the care custody or control of, any person covered by this policy or any member of that person's household; or
  - ii) is being carried by the car.

## 3.5 How much do we pay?

The maximum amount we pay for legal liability for injury or damage, legal services, and costs and expenses shall not exceed the separate limits of liability for these items shown on the policy. We only pay up to the maximum amount whether there is one claim or several claims arising out of the same event.

## 4 MEDICAL AND PERSONAL ACCIDENT BENEFITS

We give you these benefits only if you are insured under Comprehensive cover.

### 4.1 Medical Expenses

We pay the reasonable medical expenses incurred by you, a person driving your car with your permission or a passenger in connection with a bodily injury;

- a) sustained as the direct and immediate result of an accident to your car during the period of insurance; and
- b) caused by accidental, violent, external and visible means.

The maximum amount we pay is shown on the policy.

### 4.2 Personal accident benefits for you only

We pay the compensation for physical disability or death set out in the Scale of Benefits if you suffer bodily injury that:

- a) is the direct and immediate result of an accident:
  - i) involving your car; or
  - ii) when travelling in, or getting into or out of, any other private car; and
- b) is caused by accidental, violent, external and visible means.

The physical disability or death must occur within 3 calendar months of the accident and be independent of any other cause (except associated medical or surgical treatment). It must not arise directly or indirectly out of intentional self-injury, suicide or attempted suicide, physical defect or infirmity. The accident must not have happened while you were under the influence of intoxicating liquor or drugs. You must be between 18 and 65 at the time of the injury.

If more than one of items 1-9 listed in the Scale of Benefits are suffered in the same accident, we pay for the item that gives the highest benefit

The maximum amount we pay in total during a period of insurance is \$20,000.

We pay the compensation to you or, in the event of death, to your legal personal representative. Once we pay the benefit, we have no further liability to you or your legal personal representative. If you hold more than one motor policy with us, compensation is payable under one policy only.

If the insured is a company, we pay these benefits only if an individual is named by endorsement in the policy as being entitled to receive them.

**Scale of Benefits**

Physical disability or death by injury	Compensation
1. Death	\$20,000
<i>Total and permanent loss of all sight in:</i>	
2. both eyes	\$20,000
3. one eye	\$10,000
<i>Loss by physical severance at or above the wrist or ankle of:</i>	
4. both hands	\$20,000
5. one hand	\$10,000
6. both feet	\$20,000
7. one foot	\$10,000
8. one hand and one foot	\$20,000
<i>Loss of sight together with hand or foot</i>	
9. Total and permanent loss of sight in one eye together with total loss by physical severance of one hand (at or above the wrist) or one foot (at or above the ankle)	\$20,000

## 5 WHEN ARE YOU INSURED?

### 5.1 Geographical area

Your policy provides cover:

- a) in the Republic of Singapore, West Malaysia and Thailand (but only within 80 km of the border of Malaysia)
- b) for transit by sea, only during direct sea route across
  - i) the straits between Penang and the mainland of West Malaysia;
  - ii) the straits between Changi Point, Singapore and Tanjung Belungkor, Johor.

### 5.2 Use

Your policy covers you only when your car is being used:

- a) for social, domestic and pleasure purposes; and
- b) in a car pool or car sharing arrangement to carry passengers for payment but only if the passengers are contributing towards the running expenses of the car; and
- c) in connection with your business, but not when you are using your car:
  - i) in motor trade business
  - ii) for carrying goods for payment
  - iii) for carrying passengers for payment (except as part of a car pool or car sharing arrangement)
  - iv) for hire or reward
  - v) in racing, pace-making, reliability trials or speed tests.

#### 5.2.1 Other uses

Your policy covers you when your car is being used in connection with its repairs and servicing.

**5.3 When are you not insured?**

You are not insured under any part of this policy:

- a) if your car is being driven by a person
  - i) who is not an authorised driver
  - ii) who does not have a driver's licence when required by law to have one
  - iii) who is under suspension or disqualification from driving
  - iv) who has more than the legal limit of any alcohol in his blood or breath
  - v) who is under the influence of any drug
- b) i) if your car is used for any use other than the uses shown on the certificate of insurance or policy  
 ii) if your car is being used or driven when it is not registered under the Road Traffic Act (and subsequent amendments) or when its registration under the Road Traffic Act (and subsequent amendments) has been cancelled.
- c) if any accident, loss, damage, death, injury or legal liability arises directly or indirectly out of:
  - i) any change in the nature of the risk which we have not agreed in writing to cover
  - ii) war or other acts of foreign enemy (whether war is declared or not) or revolution
  - iii) strike, riot or civil commotion
  - iv) flood, typhoon, hurricane, cyclone, tornado, volcanic eruption/earthquake or other convulsion of nature
  - v) actual or attempted confiscation, seizure or detention by any lawful authority
  - vi) radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission
- d) if you have taken on a liability by agreement which would not have been imposed if the agreement had not been made.

**6 CLAIMS**

**6.1 What you must do**

- a) If your car is involved in an accident no matter how minor and no matter whether the accident would lead to a claim being made against us, you must together with your car call at our Authorized Workshops and report the accident within 24 hours of the accident or by the next working day (excluding Saturdays, Sundays and Public Holidays).
- b) If your car is stolen, or is involved in a criminal act, you must give us and to the Police immediate notice of the event and co-operate with us in taking action against the guilty person.
- c) If you receive any letter, claim, court document, police summons or any form of communication related to an accident involving your car, you must immediately inform us before you respond.
- d) You must give us any information and help that we may need in handling a claim. This may include attending Court to give evidence.
- e) If you are making a claim on us for damage to your car, you must write to us within 14 days of the event or within 14 days of when you would reasonably be expected to know of the event.
- f) This condition 6.1 as a whole is a very important condition and if you do not abide by this condition after an occurrence of an accident, theft or involvement in a criminal act as set out above, the following consequences will result:
  - (i) We shall not pay for any damage to your car or pay anyone who claims against you for losses caused to them for that particular occurrence; and
  - (ii) You shall lose all or part of your No Claim Discount as set out below :

Current	Upon Renewal (Non-Reporting)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

Accident NCD - Means the % of NCD you are entitled to or is deducted from your entitlement because of claims made by or against you from accidents your car has been involved in.  
 Non-Reporting NCD - Means the % of the NCD that would be deducted from your NCD entitlement because of not reporting or being late in reporting an accident.

**6.2 What you must not do**

When there may be a claim against us, you must not, without our consent:

- a) leave your car unattended without taking proper precautions to prevent further loss or damage in the event of an accident
- b) drive your car after it is damaged before necessary repairs have been carried out (we may not be liable for any further damage if you do)
- c) carry out repairs to your own car beyond the authorised limit or dispose of any damaged property until we have had the opportunity to inspect it
- d) admit liability to anyone else
- e) negotiate, pay or settle a claim with anyone else.

**6.3 What we may do**

If an event happens that causes loss, damage or injury, we may:

- a) adjust your claim before repairing your car, if the repair costs is more than \$300.00
- b) consider your claim even if you do not send your car to our approved reporting centre as required, if you:
  - send your car to our approved reporting centre for inspection and report the accident as soon as possible before it is repaired elsewhere; and
  - write to give us the reason for not reporting and/or sending your car to our approved reporting centre as required
- c) represent you at any inquest or official inquiry.

If we pay your claim, we have the right to take legal action in your name against any person responsible for the loss, damage or injury. We take this action at our own expense. You must not do anything which limits our rights to do so.

We are not obliged to continue to conduct the defence or settlement of a claim against you by another person for damage to his property under section 3, once we have paid up to the limit of liability shown on the policy.

**6.4 Other insurance**

If you make a valid claim for damage or loss, we are liable to contribute only a pro-rata amount if you have other insurance covering the same damage or loss. This policy does not provide cover for other persons if they have cover under any other insurance policy.

**6.5 Payment to legal owners**

In a claim made by you under this policy for loss of or damage to your car and if we settle in cash, we may pay the legal owner directly if:

- a) your car is owned by someone else (for example, under a hire purchase or leasing agreement or a personal loan); and
- b) the legal owner is named in the policy.

**6.6 What can affect your entitlement?**

If you do not comply with any condition of your policy, it may affect your right to claim under the policy.

**7 NO CLAIM DISCOUNT**

**7.1 a) Discount on premium**

The premium discount you will be entitled to for the next period of insurance if no claim has occurred is as follows:-

No claims for:

Discount on premium

One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five or more consecutive years	50%

**7.1 b) Reduction in no claim discount**

Your no claim discount for the next period of insurance will be reduced if one or more claims have occurred during a period of insurance

Discount reduced to

Current discount	Discount reduced to	
	if 1 claim	if 2 or more claims
50%	20%	0%
40%	10%	0%
10-30%	0%	0%

If more than one car is shown as insured on the policy and a claim has been made for one of them, then your current no claim discount is reduced only for it. The no claim discount for the other car/cars is not affected.

Your No Claim Discount is not affected by any notice or information you give or are required to give to us unless you make a claim on the policy.

## 7.2 Fleet-rated risks

You cannot get a no claim discount if your car/cars is/are insured under the policy as fleet-rated risks.

## 7.3 Transfer of interest

If you transfer your interest in this policy to another person, we do not transfer your no claim discount to that person.

## 8. NCD Protector

The NCD Protector is only available to you with an additional premium. If you have 50% NCD on renewal with us. This will allow you to retain your 50% NCD in the event there is one claim made against your policy within the period of insurance. If a second claim is made, the normal NCD rules will apply and your entitlement will be reduced to 20% NCD on renewal with us.

Please note:

- If you are entitled to 50% NCD upon renewal with us, that in the event you decide to switch Insurers, you will not be entitled to the NCD Protector with the new Insurer; and
- The NCD Protector does not waive our rights to cancel or refuse to renew your policy at the end of the period of insurance.

## 9 GENERAL CONDITIONS

### 9.1 Meaning of Words

The policy, policy schedule and certificate of insurance should be read together as one contract. Any word or expression which has a specific meaning has the same meaning whenever that word or expression is used in the policy, policy schedule or certificate of insurance.

### 9.2 The agreement between you and us

Your insurance cover is a legal contract between you and us. We agree to give you the insurance set out on the policy for the premium paid by you.

The proposal form and any other information which you give us to obtain the insurance are relied on by us in deciding whether or not to insure you.

The insurance is only for the cover for which you have a certificate of insurance and only for the period of cover indicated on the certificate. It is subject to the conditions contained in the policy and certificate of insurance.

If 2 or more persons are named as the insured on the policy, each of them is responsible both individually and together for:

- a) the completeness and accuracy of information in all proposal forms, statements, claims or documents given by any one of them to us; and
- b) compliance with the conditions of the policy.

### 9.3 What you must tell us before we cover you

The law requires you to tell us everything you know (or could reasonably be expected to know) that is relevant to our decision to give you insurance and on what terms. You must tell us these things before we cover you and every time you renew a policy.

You must tell us immediately if any of the information you have given us changes.

If you do not give us all relevant information or if you mislead us, we may:

- a) refuse to pay a claim or part of it; and/or
- b) cancel the policy.

### 9.4 What you must do

You must:

- a) keep your car, its accessories and spare parts in good condition and take reasonable care to safeguard them from loss or damage
- b) allow us access to examine your car or interview any person or employee you permit to drive it
- c) comply with all the conditions set out in your policy and certificate of insurance
- d) comply with any relevant laws in the region where you are driving
- e) comply promptly with requirements of public authorities
- f) tell us immediately
  - i) if there is any material change in the car or in the nature of the risk
  - ii) if you no longer have an interest in the car
  - iii) if you take out any other insurance which covers the car or liability against similar risks
- g) make sure that any person you allow to drive or be in charge of your car understands your duties under the policy and complies with its conditions as far as they apply to him.

### 9.5 Cancelling a policy

#### 9.5.1 When you can cancel

You can cancel a policy at any time by giving us 7 days' notice in writing by registered post.

If you cancel, we refund 80% of the pro-rata premium for the unexpired period provided no claim has arisen during the then current period of insurance. However, we do not refund any premium if it is less than \$25.

If you owe any premium you must pay it promptly.

#### 9.5.2 When we can cancel

We may cancel a policy at any time by giving you 7 days' notice in writing by registered post to your last known address.

We refund the premium less an amount to cover the period for which you were insured.

#### 9.5.3 Return of the certificate of insurance

You have to return the original certificate of insurance as required by law, when the policy is cancelled.

#### 9.5.4 Legal owners

If someone else is the legal owner of your car and you have told us of their names, we will advise them when we cancel the policy.

### 9.6 Interest of other persons

You must not transfer or assign your interest in the policy to another person without first obtaining our written consent.

If anyone else has an interest in your policy (for example, the legal owner of your car through a hire purchase or leasing agreement or employer's loan), we are bound to extend the insurance to them only after you have advised us in writing about their interests and we have agreed in writing to enter their names and interest on your policy.

Our entering their names on the policy or paying any claim to them does not make you an agent or trustee for them or assign your rights and interests to them.

### 9.7 Changing your policy

You may ask us to change a term of your policy. The change or addition takes place only when we confirm it in writing to you or endorse it on your policy or certificate of insurance, and you pay any additional premium that we require.

### 9.8 Governing laws

This policy is governed by the laws of Singapore and Malaysia. You and we agree to submit to the exclusive jurisdiction of the courts of either Singapore or Malaysia. You must repay us, if we are not liable under this policy but are obliged to pay an amount under the following Acts or Agreements:

- a) the Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) of the Republic of Singapore; or
- b) the Road Transport Act 1987 of Malaysia; or
- c) the agreement between the Minister for Finance (Singapore) and the Motor Insurers' Bureau of Singapore dated 22 February 1975; or
- d) the agreement between the Minister of Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968; or
- e) any subsequent revisions to the above Acts and Agreements.

## 10 MEDIATION / ARBITRATION / LEGAL ACTION

You and we agree that all disputes arising out of this policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. You and we agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute must be referred to arbitration before any legal action may be taken. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

## 11 REJECTION/FORFEITURE OF YOUR CLAIM

If we reject your claim and you do not refer it for mediation or arbitration within 12 calendar months from the date of our rejection, then the claim shall be taken to have been given up by you and shall not be recoverable under this policy.

## 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.

### IT CLARIFICATION CLAUSE

Property damage covered under this Agreement 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 Agreement:

- 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.

### TERRORISM EXCLUSION ENDORSEMENT

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 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.

If 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 Assured.

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

### PREMIUM PAYMENT WARRANTY (APPLICABLE TO CORPORATE POLICYHOLDERS ONLY)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the inception date of the coverage 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 or Cover Note is automatically terminated immediately after the expiry of the said 60-day period
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

### 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 insured 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.

### ENDORSEMENTS APPLICABLE IF SPECIFIED IN THE SCHEDULE

#### ENDORSEMENT NO. MGE - GEOGRAPHICAL EXCESS FOR STOLEN VEHICLE

An additional excess of \$2,000.00 on Section 1 will be imposed on top of the policy excess if vehicle is stolen whilst driven outside of Singapore.

#### ENDORSEMENT NO. M1P - 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 first amount stated under "Excess" in the Schedule of the Policy (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.

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

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

Subject otherwise to the terms of this Policy.

#### ENDORSEMENT NO. M2(A)P - EXCESS - OWN DAMAGE CLAIMS

It is hereby declared 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 first amount stated under "Excess" in the Schedule of the Policy (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.

Subject otherwise to the terms of this Policy.

#### ENDORSEMENT NO. M15P - HIRE PURCHASE

It is hereby understood and agreed that the persons, firms and/or finance Company named under "Hire Purchase Owners" in the Schedule of this Policy (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) 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 named in the Schedule of this Policy as the principal party and not as an 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 this 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 of this Policy.

#### **ENDORSEMENT NO. M35 - REPLACEMENT PARTS (USE AND WORDING OPTIONAL)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy that 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 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 obtaining 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.

and

(b) the reasonable cost of fitting such part.

Subject otherwise to the terms of this Policy.

#### **ENDORSEMENT M89P - BREAKAGE OF GLASS IN WINDSCREEN OR WINDOW**

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 amount shown in the Schedule of the Policy) and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause.

For the purpose of this endorsement, the insured shall be responsible for an excess of \$100.00 under this policy.

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 of this Policy.

#### **ENDORSEMENT NO. MDP - YOUNG, ELDERLY &/OR INEXPERIENCED DRIVER EXCESS**

It is hereby declared and agreed that in the event of any occurrence to the insured vehicle resulting in a valid claim when the authorised driver (other than the insured or named drivers) of the vehicle is:

- a) under the age of 27
- b) above the age of 65
- c) who has held a full driving licence for less than 2 years,

the insured shall bear an additional excess of S\$4,000 (Section I) under this Policy.

#### **ENDORSEMENT NO. MAP - LEARNER-DRIVERS CLAUSE**

Notwithstanding anything contained in the Named Drivers Clause, it is understood and agreed that unless prior consent of the Company is obtained in writing learner-drivers are not covered by this Policy; and the Company shall not be on risk whilst the vehicle insured is being driven by or is for the purpose of being driven in charge of a learner-driver.

#### **ENDORSEMENT NO. MSF - Sunroof / Skyroof / Moonroof Cover**

In consideration of an additional premium, this policy is deemed to extend to any claim by the Insured for the cost of reinstating the Sunroof / Skyroof / Moonroof of the motor vehicle following damage of such roof (provided there is no further damage to the motor vehicle) up to an amount not exceeding S\$2,000.00 and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause.

Provided that following the settlement of a claim, the benefit under this extension shall terminate unless it is reinstated and a further additional premium is paid.

Subject otherwise to the terms of this Policy.

#### **AUTHORIZED WORKSHOPS SCHEME (EXCLUSIVE BENEFITS)**

##### **1. Authorized Workshops Scheme**

In the event **Your** Car is involved in an accident and gives rise to a claim, **Your** Vehicle must be removed to an **Etiqa** Authorized Workshops selected and approved by **Us** for repairs. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and **We** shall have the right to decline liability under Section 2.1 of the Policy.

For the purpose of this endorsement, "**Authorized Workshops**" shall mean such repairers or workshops as appointed by **Us** from time to time, and are subject to changes. Please refer to Us for Etiqa latest panel of workshops.

##### **2. Reduction of Young, Elderly and Inexperience Driver Excess**

The "**Young, Elderly and Inexperience Driver Excess**" of S\$4,000 shall be reduced to S\$2,000.

##### **3. Reduction of Own Damage &/or Repair Excess**

In the event **Your Car** is involved in an accident and gives rise to a claim, the own damage excess is hereby agreed to be reduced to half (the reduced excess amount will be shown in the Schedule of the Policy). This reduction of excess is only applicable to insured and named drivers only.

##### **4. Loss of Use Benefit (For repairs exceeding 3 days and up to max of 5 days)**

We will pay **You** a daily transport allowance of S\$50.00 up to a maximum of 5 days, if the period of repairs exceeds 3 days. **We** will not pay for:

- a) a windscreen claim; or
- b) a total loss claim; or
- c) when the repairs of the insured car is delayed due to unavailability of replacement parts.

##### **5. Free Windscreen or Windows Cover with nil excess**

**We** will pay 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 amount shown in the Schedule of the Policy) and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause. The settlement of a windscreen claim under this extension shall terminate unless it is reinstated with a further additional premium paid. Subject otherwise to the terms of this Policy.

##### **6. Nine (9) months Warranty for Repairs**

**You** will be granted a nine (9) months warranty of the repairs carried out on **Your** Vehicle, if it is repaired at any of the **Etiqa** Authorized Workshops. The nine (9) months warranty commences from the time that **You** take possession of the car after completion of repairs.

#### **Personal DATA Use**

Any information collected or held by Us whether contained in Your application or otherwise obtained may be used and / or disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to Your application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

#### **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 your insurer 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)).

#### **IMPORTANT NOTICE**

In accordance to Section 25(5) of the Insurance Act, we would remind you that you must disclose to us fully and faithfully all the facts you know or could reasonably be expected to know, otherwise you may not receive any benefit from this Policy.

10/2014

**Etiqa Insurance Berhad** (Company Reg. No. T09FC0054K)

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