



## **Smart***Drive Private*

**The answer to all your  
private motor insurance needs**



— *Be Life Confident* —

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# YOUR SMARTDRIVE MOTOR POLICY

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Welcome to your SmartDrive Motor Policy.

Please read this insurance Policy carefully to ensure that you understand the terms and conditions and that the cover you require is being provided. Do keep it in a safe place.

We recommend that you keep the Certificate of Insurance in your car. It has the list of AXA Premium Workshops for your easy reference.

If you have any questions after reading these documents, please contact your insurance adviser or AXA Insurance.

If there are any changes that may affect the insurance provided, please notify us immediately.

## IMPORTANT NOTICE

1. The insurance cover under this Policy is based on the information submitted to us, as set out in the accompanying Application Form or subsequent updates. Please read this document carefully.
  - If it contains any information that is incorrect, please notify us immediately, otherwise you may receive no benefit in the event of a valid claim.
  - If the information which you subsequently provide us differs materially from the information set out in the form, we may offer cover on different terms or decline it altogether.
  - If we do not hear from you within 14 days of the date of issue of this Policy, we will take it that the information is complete and correct.
2. Please be reminded that you must fully and faithfully declare to us the facts as you know or ought to know, otherwise you may receive no benefit from the Policy.

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## HOW YOUR INSURANCE OPERATES

Your SmartDrive Motor Policy is a contract between you and AXA Insurance, where the Application Form, declaration and any other information given form the basis of this contract. It also consists of:

- the Policy in this document,
- the Schedule, which has details relating to you, your car, period of insurance and the type of cover, and
- the Certificate of Insurance, which gives details of the authorised drivers and the purposes for which your car may be used.

The Certificate of Insurance cardholder provides you with:

- (i) advice on what to do in the unfortunate event of an accident,
- (ii) our 24-hour AXA Emergency Assistance Hotline,
- (iii) the contact numbers of AXA Premium Workshops.

Having received and accepted your first premium, and any subsequent premiums required, we will provide the cover shown in the sections of the Policy you have chosen, up to the market value, and/or sums insured or limits of indemnity specified in the policy.

If two (2) or more persons are named as the Insured on the Schedule, each of them is responsible both individually and together for:

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

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## POLICY DEFINITIONS

The Application Form, Policy, Schedule and Certificate of Insurance should be read together as one contract.

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy, Schedule and/or Certificate of Insurance.

| TERM                              | MEANING   |
|-----------------------------------|---|
| 1. <b>Accessories</b>             | shall mean radio, cassette, compact disc, or other audio equipment and other equipment provided or fitted as standard equipment by the car manufacturer or distributor. Any subsequent additions, unless declared and endorsed under this Policy, will not be insured.  |
| 2. <b>Accident</b>                | shall mean an fortuitous event that is violent, visible and external in relation to the insured motorcar.   |
| 3. <b>Authorised driver</b>       | shall mean:<br>(a) any person named in your Schedule under "Persons or Classes of persons entitled to drive",<br>(b) any person holding a valid driving licence and given permission or authority by the Insured to drive the motorcar.   |
| 4. <b>Authorised Repair Limit</b> | shall mean the estimated repair costs over and above your Excess where you may proceed with repairs to the motorcar without reference to us.  |
| 5. <b>Endorsement</b>             | shall mean an authorised amendment to your Policy.  |
| 6. <b>Excess</b>                  | shall mean the amount shown in your Schedule which you shall bear in respect of each and every accident.  |
| 7. <b>Geographical Area</b>       | Your Policy provides cover when you and/or your motorcar are in:<br>(a) The Republic of Singapore<br>(b) West Malaysia<br>(c) Transit by direct sea route across the Straits between Penang and the mainland of West Malaysia<br>(d) direct sea route across the Straits between Changi Point, Singapore and Tanjong Belungkor, Johore<br>(e) Peninsular Thailand (subject to a maximum duration of 14 days for each and every trip). |
| 8. <b>MotorCar</b>                | shall mean the vehicle described in your Schedule without any modification to any parts, accessories, windscreen and/or windows, unless otherwise declared with details and endorsed under this Policy.   |

|     |   |   |
|-----|---|---|
| 9.  | <b>Market Value</b>                               | shall mean the cost of replacing the insured motorcar with one of the same make & model, of similar condition, specification and age as prevailing immediately prior to the accident.                   |
| 10. | <b>No Claim Discount</b>                          | shall mean a discount from your premium in return for:<br>(a) not making or having made a claim, or<br>(b) not having any claim made against you by any third party.                                    |
| 11. | <b>Period of Insurance</b>                        | shall mean:<br>(a) the period of cover shown on your Schedule<br>(b) and for any following period, for which cover is extended by mutual agreement and endorsed under the Policy.                       |
| 12. | <b>Policy</b>                                     | shall include the following documents:<br>(a) this Policy booklet,<br>(b) your Schedule,<br>(c) your Certificate of Insurance, and<br>(d) any Endorsements.   |
| 13. | <b>Application Form</b>                           | shall mean the form signed by you and which provides details of:<br>(a) yourself,<br>(b) any other authorised driver, and<br>(c) all material information relevant to the cover you have requested for. |
| 14. | <b>Schedule</b>                                   | shall mean the document which reflects details of:<br>(a) yourself,<br>(b) your motorcar<br>(c) any Authorised driver, and<br>(d) any terms and conditions that are specific to your contract.          |
| 15. | <b>We/ Us/ Insurer/ AXA</b>                       | shall mean AXA Insurance Singapore Pte Ltd.   |
| 16. | <b>You/ Your/ Yourself/ Insured/ Policyholder</b> | shall mean the person/persons or company named as the Insured on your Schedule.   |
| 17. | <b>Young &amp; Inexperienced Driver</b>           | shall mean any person who is:<br><ul style="list-style-type: none"> <li>▪ 26 years old or younger, and/or</li> <li>▪ the holder of a valid probationary qualified driving licence.</li> </ul>           |

## SECTION 1 - INSURANCE FOR YOUR CAR

### 1. Types of Cover

The extent of insurance given under this section depends on the type of cover you have chosen and specified in the Schedule. The following table shows a summary of your cover where applicable.

| Cover Provided   | Comprehensive | Third Party, Fire & 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   | ✓             | ✓*                        |                  |
| Loss of or damage to windscreen  | ✓             |                           |                  |
| Towing to repairers or place of safety following loss covered under the policy | ✓             | ✓*                        |                  |
| 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.

#### (a) Comprehensive Cover

If you are insured under Comprehensive cover and your car and its accessories and spare parts are accidentally damaged, lost or stolen during the period of insurance, we shall at our option:

- repair or replace any part of the Motorcar or any accessory or spare part damaged or stolen; or

- pay in cash the amount of loss or damage sustained

if during the period of insurance, your Motorcar and its original accessories and spare parts are lost or stolen, or are accidentally damaged by the operation of the following perils:

(i) fire, lightning, thunderbolt, explosion, collision

(ii) convulsions of nature, including flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm

(iii) self-ignition

(iv) riot, strike and malicious damage.

(b) **Third Party, Fire and Theft Cover**

If you are insured under Third Party, Fire and Theft cover and your Motorcar and its original accessories and spare parts are accidentally damaged by fire or stolen during the period of insurance, we shall, 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 the loss or damage sustained.

(c) **Towing after damage or loss**

If your Motorcar is disabled as a result of an accident or recovered after theft, we will pay the reasonable cost of up to **S\$500** to move it to the nearest repairer within the country where the accident or recovery took place and delivery after repair, provided the accident or theft is covered by your Policy.

(d) **Authority to repair**

If your Motorcar is accidentally damaged and the damage is covered by your Policy, you may then authorise the repair provided:

- the estimated cost of the repair is not more than **S\$300** (after deduction of the Own Damage Excess) and
- you send us the detailed estimated cost as soon as possible.

2. **What Is Excluded**

Your Policy does not insure you against:

- (a) the Excess amount stated in your Schedule;
- (b) depreciation, wear and tear to your Motorcar;
- (c) mechanical, electrical or electronic breakdown, failures or breakage;
- (d) damage to tyres unless other parts of the Motorcar are damaged simultaneously in the same accident;
- (e) loss of use of your Motorcar or any other indirect or consequential loss;
- (f) loss of or damage to accessories and spare parts which are not on the Motorcar at the time of damage, loss or theft;
- (g) any wilful act and/or wilful negligence of yourself or that of your Authorised driver.
- (h) any claim in respect of damage to your own vehicle lodged after 14 days of occurrence of the loss.

3. **The Compensation**

We pay no more than the market value of the motorcar damaged or lost accessories or spare parts of the car plus the reasonable costs of fitting those parts. Please note that the accessories and spare parts must be on the car at the time of damage, loss or theft.

In the case of total loss, the maximum amount we pay is the market value of the car at the time of loss or damage. Your Motorcar is considered a total loss if at the time of loss or damage, the cost of repairs exceeds the difference between the market value and the salvage value of the car.

In the event that there is a loss or damage to your Motorcar or its accessories or spare parts, requiring a part not obtainable from stocks held in Singapore. AXA can choose to pay in cash the amount of the loss or damage, our liability in respect of any such part being limited to:

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for Singapore **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 Singapore and the amount of the relative import duty.

and

- (b) the reasonable cost of fitting such part.

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## SECTION 2 – YOUR LIABILITY TO THIRD PARTIES

### 1. What Is Covered

This section of the Policy applies to all types of cover.

#### (a) YOUR LEGAL LIABILITY

##### (i) Injury and damage

We shall pay the amount which you become legally liable to pay to others in compensation for:

- death of or bodily injury to any person, and
  - 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 Motorcar.

##### (ii) Legal representation and services

We may, at our option:

- arrange for representation at any inquest or official enquiry
- 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
- arrange at your request, and pay for legal services to defend you or your authorised driver against a charge of causing death by driving (but not against a charge of murder) subject to a limit of **S\$3,000**.

##### (iii) Costs and expenses

We will pay for any reasonable costs and expenses in connection with an accident that involves your legal liability to others, provided you have obtained our written consent before incurring them.

##### (iv) Driving other cars

We also insure you against your legal liability when you are driving a private car not owned by you but in your legal custody or control. However, the car must not be one that is hired to you, your employer or partner under a hire purchase, rental or other agreement. Only individuals are entitled to this benefit. It does not apply if the insured is a company.

#### (b) THE LIABILITY OF OTHERS

##### (i) We give the same cover against legal liability as we give you to:

- any authorised driver driving your Motorcar for social, domestic and pleasure purposes and for your own business
- any passengers getting into or out of, or travelling in your Motorcar (but not if they are driving it)
- your employer while you are driving your Motorcar (or other car covered by this Policy) in respect of your employer's business.

- (ii) 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.
- (iii) If anyone (including you) who has incurred legal liability and who is covered under this Policy dies, we will cover his legal personal representatives to the same extent if someone claims against him for that legal liability.
- (iv) This extension of cover to others is given to them only if they:
  - comply with each term and condition of this Policy as far as it applies to them; and
  - are not entitled to cover under any other insurance policy.

## 2. What Is Excluded

This section of your Policy does not insure you against claims for : (a) death or bodily injury to : -

- i) a person (including yourself) 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 the former's employment
- (b) loss of or damage to property that :
  - (i) belongs to or is in the care, custody or control of or is held in trust by any person covered by this Policy or any member of his household; or
  - (ii) is being carried in your car.

## 3. The Compensation

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.

Whether there is one claim or several claims arising out of the same event, the maximum amount we pay for legal liability for injury or damage, legal services, costs and expenses is as follows:

- (a) death or bodily injury - **unlimited**
- (b) loss of or damage to property - **S\$5,000,000.**

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## SECTION 3 - MEDICAL BENEFIT

### This Benefit Is Applicable Only Under Comprehensive Cover

If you, your Authorised driver or a passenger in your Motorcar suffer(s) bodily injury, sustained as the direct and immediate result of an accident to your Motor car during the period of insurance and caused by accidental, violent, external and visible means, we will pay the reasonable medical expenses incurred, subject to a maximum of **S\$500** per person per accident.

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## SECTION 4 - PERSONAL ACCIDENT BENEFIT

### This Benefit Is Applicable Only Under Comprehensive Cover

#### 1. The Coverage

If you suffer death or bodily injury from an accidental, violent, external and visible cause:

- (a) that directly involves your Motorcar or
- (b) when you are travelling in, or getting into or out of, any other private car

we will pay the appropriate compensation for physical disability or death as set out in table A of the scale of benefits.

The bodily injury or death must have occurred on the day of the accident and/or any subsequent effects must have occurred within three (3) calendar months of the accident independent of any other cause (except associated medical or surgical treatment).

However, the death or bodily injury or accident must not:

- (i) arise directly or indirectly out of intentional self-injury suicide or attempted suicide,
- (ii) arise directly or indirectly out of a physical defect or infirmity,
- (iii) have happened whilst you were under the influence of intoxicating liquor or drugs.

## 2. The Compensation

The compensation payable during a period of insurance under any of the events stated in the **table A of the scale benefits** below shall not exceed **S\$20,000** in the aggregate.

If multiple injuries (as stated in the Scale of Benefits table below) are sustained in the same accident, we will only pay for the event that gives the highest benefit.

We shall pay the compensation to you or, in the event of death, to your legal personal representative. Once the benefit is paid, we have no further liability to you or your legal 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 will pay these benefits only if an individual is the first named driver by endorsement in the Policy as being entitled to receive them.

### Scale of Benefits A

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

## LIMITATIONS AS TO USE

Your Policy covers you only when your Motorcar is being used for the purpose shown in the Schedule and Certificate of Insurance. Your Policy also covers you when your Motorcar is being used in connection with its repairs and servicing.

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## LEGISLATION & JURISDICTION

### 1. Governing Laws & Our Right of Recovery

This Policy is governed by the laws of Singapore and the following legislations:

- (a) the Motor Vehicle (Third-Party Risks and Compensation) Act (Cap 189) – Republic of Singapore;
- (b) the Road Transport Act 1987 of Malaysia;
- (c) and any subsequent revisions to the above legislations.

However, in the event that we are obliged to pay by virtue of the following agreements:

- (i) the agreement between the Minister for Finance (Singapore) and the Motor Insurers' Bureau of Singapore dated 22 February 1975;
  - (ii) the agreement between the Minister for Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 30 March 1992;
  - (iii) and any subsequent revisions to the above agreements
- you must repay us any amount for which we would not otherwise be liable under this Policy.

### 2. Courts of Competent Jurisdiction

Cover under this Policy applies only to judgements, which are in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia or Singapore.

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## NO CLAIM DISCOUNT

### 1. Reduction in Premium

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

| No claims for:                 | No Claim Discount |
|--------------------------------|-------------------|
| One year                       | 10%               |
| Two consecutive years          | 20%               |
| Three consecutive years        | 30%               |
| Four consecutive years         | 40%               |
| Five or more consecutive years | 50%               |

### 2. Reduction in No Claim Discount

However, your No Claim Discount shall be reduced if one or more claims have been made during a Period of Insurance as follows:

| Current No Claim discount | Reduced No Claim Discount |                          |
|---------------------------|---------------------------|--------------------------|
|                           | If 1 claim made           | If 2 or more claims made |
| 50%                       | 20%                       | 0%                       |
| 40%                       | 10%                       | 0%                       |
| 10-30%                    | 0%                        | 0%                       |

### 3. Transfer of Interest

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

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## GENERAL EXCLUSIONS (Applicable to the whole Policy)

### 1. You are not insured if:

- (a) your Motorcar is driven by a person who is not an authorised driver.
- (b) your Motorcar is used for any purpose other than that shown in your Policy.
- (c) your Motorcar or any of its accessories are stolen due to the lack of reasonable care, including but not limited to situations where the car is left unlocked or unsecured.
- (d) your Motorcar is driven when it is not registered under the Road Traffic Act 1985 or when the registration has been cancelled under the relevant provisions of the Road Traffic Act 1985, as amended from time to time.
- (e) the person (including yourself) driving the Motorcar:
  - (i) does not have a driver's licence when required by law to have one
  - (ii) is under suspension or disqualification from driving
  - (iii) is under the influence of intoxicating liquor or drugs.

Any conviction against the driver for an offence under Sections 67 to 71A of the Road Traffic Act (Cap. 92, 1985 Ed.) and/or any statutory law regarding the abuse of drugs, shall be conclusive evidence for the last mentioned exception to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy.

- (f) you have taken on a liability by any agreement, which would not have existed if the agreement had not been made.
- (g) an accident, loss, damage, death, injury or legal liability arises that is directly or indirectly due to
  - (i) any change in the nature of the risk which we have not agreed in writing to cover
  - (ii) actual or attempted confiscation, seizure or detention by any lawful authority
  - (iii) radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission
  - (iv) nuclear weapons material.

In the event of a claim, the person making the claim shall have to prove that the accident, loss or damage arose independently and was in no way connected with, contributed to by or traceable to any of the above occurrences.

### 2. Contracts (Rights of Third Parties) Act 2001

A person or any entity 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, subject otherwise to all other terms and conditions of the Policy

### 3. War and Civil Exclusion Clause

This policy does not cover any liability assumed by the insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

### 4. Terrorism Exclusion

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.

An act of terrorism shall mean 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 put the public, or any section of the public, in fear.

This 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 we 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.

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## **GENERAL CONDITIONS (Applicable to the whole Policy)**

### **1. Condition Precedent**

- (a) in respect of the vehicle that is insured under this policy, you have not have any insurance terminated in the last 12 months solely or in past due to a breach of any premium payment condition
- (b) if you have declared to us the breach of any premium payment condition of a previous policy with another insurer in the last 12 months
  - (i) you have fully paid all outstanding premium required by the previous insurer
  - (ii) a copy of the written confirmation from the previous insurer to this effect is provided to us before the cover incepts.

### **2. Your Responsibilities Before Cover**

Before we provide cover, you must tell us everything you know (or could reasonably be expected to know) that is relevant to our decision to give you the insurance. This is a requirement by the law, and it also applies at each renewal of the policy.

You must inform us immediately of any changes in the information you have given us earlier .

If we do not receive all requisite information or are misled, we may:

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

### **3. What You Must Do**

You must:

- (a) keep your Motorcar, its accessories and spare parts in efficient condition and take reasonable care to safeguard them from loss or damage
- (b) allow us full access to:
  - (i) examine your Motorcar or
  - (ii) any authorised driver
- (c) comply with all the conditions set out in your Policy
- (d) comply with all relevant laws in the geographical area where you are driving your Motorcar
- (e) comply promptly with requirements of public authorities
- (f) inform us immediately:
  - (i) if there is any material change in your Motorcar or in the nature of the risk,
  - (ii) if you no longer have any interest in your Motorcar,
  - (iii) if you take out any other insurance which covers your insured Motorcar or liability against similar risks,

(g) make sure that any authorised driver or any person in charge of your Motorcar understands your duties under the Policy and complies with its conditions as far as they apply to him.

#### **4. Cancelling The Policy**

(a) When you cancel

You may cancel a Policy at any time by giving us seven (7) days' notice in writing by registered post. The effective date of cancellation will be based on the date of advice of cancellation.

If you cancel, we will refund any premium you have paid less an amount which covers the period for which you were insured subject to a minimum premium to be retained.

(b) When we cancel

We may cancel a Policy at any time by giving you seven (7) days' notice in writing by registered post to the last known address.

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

However, for either of the events mentioned above, we will not refund any premium if:

- (i) you have reported a claim, or
- (ii) we have paid a claim, or
- (iii) you have an outstanding liability

under your Policy during the period of insurance.

#### **Special Conditions**

(a) Return of the Certificate of Insurance

Upon cancellation, the original Certificate of Insurance must be returned to us as required by law.

(b) Legal owners

If someone else is the legal owner of your Motorcar by virtue of a financial or leasing contract with yourself, and we have been informed of this fact, we will advise them when we cancel the Policy.

#### **5. 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 informed us about their interest in writing and we have agreed in writing to enter their name and interest on your Policy. However, our doing so does not make you an agent or trustee for them or assign your rights and interests to them.

#### **6. Changing Your Policy**

You may request us to change a term in your Policy. The change takes place only when we confirm it in writing to you or endorse it on your Schedule, and you pay any additional premium that we require.

## **7. Mediation /Arbitration**

You and AXA 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 in force. The parties 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 is to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

## **8. Other Insurance**

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

## **9. What Can Affect Your Entitlement**

If you do not comply with any condition of your Policy, it may affect the coverage and benefits afforded by this Policy.

### **Payment Before Cover Warranty (Applicable for individual insureds)**

For the insurance cover granted under this policy to be valid, 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 cover under the Policy, renewal certificate, Cover Note or Endorsement.

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.



## Premium Warranty Clause (Applicable for non-individual insureds)

- (a) We assume no liability under this Policy until and unless the full premium is paid to and received by us, the Registered Broker or Registered Agent through whom this Policy was effected:
  - (i) For a Policy, Renewal certificate or Cover note  
Within **sixty (60)** days from the commencement date of the period of insurance
  - (ii) For an Endorsement  
Within **sixty (60)** days of the date of issue or the period of insurance stated in the endorsement, whichever date is later.
- (b) If the full premium is not received by the due date, the insurance cover is automatically cancelled from the next day without notice. In such a case, the insurance cover is valid only for the period before the cancellation date. Premium is chargeable for this period subject to a minimum sum of S\$26.25 (inclusive of GST).
- (c) Premium must be paid within the period of insurance if it is not more than **sixty (60)** days.

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## CONDITIONS APPLICABLE TO CLAIMS

### 1. YOUR RESPONSIBILITIES

#### (a) **What You Must Do**

If an event happens that might lead to a claim being made under this policy, you must:

- (i) do everything you can to limit and prevent further loss, damage or injury
- (ii) complete and submit the SINGAPORE ACCIDENT STATEMENT (PART I & II) Form within two (2) working day (excluding Saturday, Sunday and Public Holiday) from the date of accident
- (iii) immediately send us any correspondence you receive about the event including any pending court proceedings or offers of settlement
- (iv) you shall decide whether to claim under your Policy or against the third party and if the former shall submit such a claim to us with all relevant facts and documents within 14 days of occurrence or discovery of damage.
- (v) allow us the right to examine the nature and extent of all damage to the Motorcar before it is repaired. AXA shall have this right whether or not you are entitled or intend to claim an indemnity under this Policy for the damage to the Motorcar insured.
- (vi) immediately inform the police if a criminal act might be the cause of the loss, damage or injury and co-operate with us in prosecuting the guilty person
- (vi) provide us with any information and help we may need in handling the claim. This may include, but is not limited to, attending Court to give evidence.

**(b) What You Must Not Do**

If an event happens that might lead to a claim being made against us, you must not:

- (i) leave your Motorcar unattended without taking proper precautions to prevent further loss or damage in the event of an accident
- (ii) continue to drive your Motorcar after it is damaged if such damage involves mechanical, electrical & electronic parts before necessary repairs have been carried out. In such an event, we shall not be liable for any further damage.
- (iii) carry out repairs to your Motorcar beyond the authorised repair limit or dispose of any damaged property until we have had the opportunity to inspect it
- (iv) admit liability to anyone else
- (v) negotiate, pay or settle a claim with anyone else.

**2. AXA'S RESPONSIBILITIES**

**(a) What We May Do**

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

- (i) take over and conduct in your name the defence or settlement of any claim made against you. We have the full right to decide on how the defence is conducted or a claim settled.
- (ii) represent you at any inquest or official inquiry.

If we pay your claim, we have the right to proceed in your name against any person responsible for the loss, damage or injury. You must not do anything, which limits our right to do so. This action will be taken at our own expense.

Once we have paid up to the limit of **S\$5,000,000** for property damage during a period of insurance under **Section 2-Liability to Third Party**, we are not obliged to continue to conduct the defence or settlement of a claim made against you by any other person for damage to his property.

**(b) Payment to Legal Owners**

If your Motorcar is owned by someone else (for example, under a hire purchase or leasing agreement or an employer's loan) and the legal owner is named in the Policy, we may settle the claim, for loss of or damage to your Motorcar (which is not made good by repair, reinstatement or replacement) in cash directly with such legal owner. Their acceptance shall absolve us of all further liability.

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**ENDORSEMENTS/CLAUSES**

Subject to the terms of the Policy, the following endorsements and clauses apply only when they are specifically mentioned in the Schedule.

**1. Own Damage Excess**

The Own Damage excess mentioned in the Schedule applies to all claims for accidental damage to your Motorcar under this Policy. If we have paid any expenditure, which includes the Own Damage excess, you will have to refund us the amount of the excess.

For any own damage claim in the event of an accident, **where the car is repaired at any of the AXA Premium Workshops**, the Own Damage excess imposed under the Policy stands reduced as under :

| Item | Type of Own Damage excess  | Applicable Own Damage excess   |  | Additional and specific excess applicable to all policies, regardless of whether repair is carried out at AXA Premium Workshops or not |
|------|--|--|--|--|
| 1.   | The <b>Basic excess</b> , that is, the excess applicable to the Insured and authorised named drivers | 50% NCD  | 40% NCD and below  | NIL  |
|      |  | Waived   | 50% off Basic excess   |  |
| 2.   | Authorised and <b>Unnamed</b> Driver   | Basic excess waived  | 50% of Basic excess  | S\$500   |
| 3.   | <b>Declared</b> Young and Inexperienced Driver   | Basic excess waived  | 50% of Basic excess  | S\$500   |
| 4.   | <b>Undeclared</b> Young and Inexperienced Driver   | Basic excess waived  | 50% of Basic excess  | S\$2,500 for AXA Premium workshops;<br>S\$5,000 for non AXA Premium Workshops  |
| 5.   | <b>Voluntary</b> excess (As per Voluntary excess Clause attached, if applicable)                     | Basic excess Waived, but Voluntary excess as stated on Schedule will apply as stated | 50% off Basic excess, but additional Voluntary excess as stated on Schedule will apply as stated | Any additional Excesses as stated in items 2, 3, and 4 of this Table will apply where applicable                                       |

This Excess is not applicable if the loss or damage to your Motorcar is caused by fire, external explosion, lightning or theft.

## 2. Breakage of Glass in Windscreen or Windows

We will pay for the full replacement or full repair cost of any glass in the windscreen or windows of your Motorcar following breakage of such glass if there is no other damage to your Motorcar. Such payment will not affect your No Claim Discount nor will the Own Damage Excess apply to such claim.

### **3. Cover whilst driven by a Motor Trader**

The insurance is extended to cover you whilst the Motorcar 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 of this Policy.

### **4. Authorised driver in the event of demise of Insured**

In the event of the death of the Insured this Policy covers:

(a) any member of the Insured's family or a paid driver; and

(b) any other person

who has been driving the motorcar during the life of the Insured and permission to drive had not been withdrawn prior to the death of the Insured.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the motorcar or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the motorcar.

### **5. Hire Purchase**

The Owners (as stated in the Policy Schedule) are the owners of the Motorcar and that the Motorcar is the subject of a Hire Purchase Agreement made between the Owners and the Insured. Any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under Section I of this Policy shall be made to the Owners as long as they are owners of the MotorCar and their receipt shall be a full and final discharge to us in respect of such loss or damage.

Notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured (as stated in the Policy 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. Lastly, the Insured shall not assign his rights, benefits and claims under this Policy without our prior consent in writing.

### **6. Leasing Endorsement**

The Finance Company (as stated in the Policy Schedule, hereinafter referred to as the Lessors) are the owners of the Motorcar and that the Motorcar is the subject of a Leasing Agreement made between the lessors and the Insured. Any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability on our part to the Insured under Section I of this Policy shall be made to the lessors as long as they are owners of the Motorcar and their receipt shall be full and final discharge to us in respect of such loss or damage.

Notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to the Insured (as stated on Schedule) as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights benefits and claims under this Policy. Furthermore, nothing herein shall be construed as creating or vesting any right in the owner/lessor to sue us in any capacity whatsoever for any alleged breach of its obligations hereunder.

## **7. Employers' Loan**

The Employers ( as stated in the Policy Schedule) are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of loss of or damage to the Motorcar (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the Employers until such time as notice is given by them to us that they have no further financial interest in the insured Motorcar, and their receipt shall be a full and final discharge to us in respect of such loss or damage.

Nothing herein shall modify or affect the rights and liabilities of the Insured or AXA respectively under or in connection with this Policy.

## **8. Consent of legal owner for cancellation**

We will obtain the consent of the legal owner stated on the Schedule prior to the cancellation of this Policy, if we have received from you:

- (a) such cancellation instructions, and/or
- (b) any other material changes, which are proposed to be made in the terms of this Policy.

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## EXCLUSIVE BENEFITS WITH AXA PREMIUM WORKSHOPS UNDERTAKING

### 1. AXA Premium Workshop Scheme

You have agreed to use an AXA Premium Workshop in Singapore to the exclusion of all other workshops for all accident repairs to your car. We shall not be liable to indemnify you for the costs of any repairs to your Motorcar done or undertaken by other workshop or repairer.

For the purpose of this benefit, “**AXA Premium Workshops**” shall mean such repairers or workshops as are appointed by AXA from time to time, and are subject to changes. Please refer to AXA for our latest panel of workshops.

### 2. Nine (9) Months Warranty for Repairs

You will be granted a nine (9) months warranty on the repairs carried out on your Motorcar, if it is repaired at any of the AXA Premium Workshops. The nine (9) months warranty commences from the time that you take possession of the car after completion of repairs.

### 3. Undeclared Young & Inexperienced Driver Excess

The standard “Undeclared Young & Inexperienced Driver” Excess of S\$5,000 shall be reduced to **S\$2,500**.

### 4. Repatriation Cost whilst driving in Malaysia & Thailand

If whilst driving outside Singapore and within the geographical limit, your car is immobilised for more than forty-eight (48) hours following an accident or breakdown, we will provide cover:

- (a) to arrange for an appropriate mode of transport for you and your passengers to return to Singapore. We shall pay up to **S\$200** per person but limited to **S\$1,500** in aggregate for any accident during the period of insurance. This benefit is also extended to loss by theft.
- (b) to arrange the repatriation of your car to Singapore. We shall pay up to **S\$1,000** for such repatriation.

### 5. Loss of Personal effects following accident/robbery in Singapore

In case of external damage to personal effects kept on the car and belonging to you and/or your immediate family arising out of or and consequent upon an accident, or robbery by visible forcible and violent entry into your car, within Singapore, we shall at our option:

- repair or replace such personal effects so damaged or stolen; or
- pay in cash the amount of loss or damage.

Our liability for loss of or damage to the personal effects shall not exceed **S\$3,000** for any one period of insurance, subject to an excess of **S\$50** for any one loss.

You shall:

- take all necessary steps to limit the loss or damage and to prevent further loss or damage and
- provide us with a police report.

However, we shall not pay for loss and/or damage:

- (a) to jewellery, wrist watches; money and or monetary instruments which shall include but is not limited to cash, cash cards, coins, cheques, postal orders, bankers drafts, travellers cheques, bonds, saving and postage stamps, gift tokens, luncheon vouchers or trading stamps and the like;

- (b) to documents or negotiable instruments of any kind which shall include but is not limited to passports, airline tickets, letters of credit and the like;
- (c) to goods or samples in connection with any business or trade;
- (d) due to normal wear and tear, depreciation, mechanical, electrical or electronic breakdowns, failures or breakages, corrosion or deterioration due to atmospheric conditions, inherent vices, rusting oxidation decolourisation, any process of cleaning, restoring, alterations, maintenance, repairing or otherwise, or scratching of painted or polished surfaces
- (e) to standard car accessories or other equipment which are included as part of the original selling price of your car when it was first registered which shall include car radio/cassette players, speakers, air-conditioning unit and the like
- (f) caused by wilful act or negligence.

#### 6 . Enhanced Personal Accident Benefit

The compensation payable under **Section 4-Personal Accident Benefit** during a Period of Insurance shall be increased to **S\$30,000** in the aggregate as per **Table B of the scale of benefits** table below.

All other terms & conditions applicable to this benefit are the same as contained in **Section 4-Personal Accident Benefit**.

**Table B of scale of benefits**

| <b>Physical loss or death by injury</b>  | <b>Compensation</b> |
|--|---------------------|
| 1. Death   | S\$30,000           |
| <b>Total and permanent loss of all sight in :</b>  |                     |
| 2. both eyes   | S\$30,000           |
| 3. one eye   | S\$10,000           |
| <b>Loss by physical severance at or above the wrist or ankle of:</b>   |                     |
| 4. both hands  | S\$30,000           |
| 5. one hand  | S\$10,000           |
| 6. both feet   | S\$30,000           |
| 7. one foot  | S\$10,000           |
| 8. one hand and one foot   | S\$30,000           |
| <b>Loss of sight together with hand or foot</b>  |                     |
| 9. Total and permanent loss of sight in one eye together with the total loss by physical severance of one hand (at or above the wrist) or one foot (at or above the ankle) | S\$30,000           |
| <b>Maximum amount payable in a period of insurance</b>   | <b>S\$30,000</b>    |

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## OPTIONAL BENEFITS

The following benefits will apply only if you have paid the additional premium for each option and such benefits are specifically stated in the Schedule as applicable. All covers provided are subject to the terms of this Policy.

### 1. Voluntary excess

You have agreed to alter the standard excess applicable under the Policy, and the adjustment of premium in accordance to the variation of the standard excess. Your Schedule reflects the excess that you have agreed to bear in the event of a claim.

### 2. Personal Accident benefits for other persons

We will pay the appropriate compensation as set out in **table A of the scale of benefits** and in accordance with the terms of cover under **Section 4-Personal Accident Benefits** for:

#### (A) Your Passengers

All passengers (but excluding yourself, your paid driver/attendant or any of your employees, as defined in the applicable Workmen's Compensation Legislation).

The compensation payable under any of the events in the **Scale of Benefits A** during the period of insurance shall not exceed **S\$20,000** per person, and the maximum total amount shall not exceed **S\$20,000** multiplied by the number of passengers permitted to be carried in your Motorcar. If this maximum amount becomes payable in circumstances where the number of passengers in your car at the time of the accident exceeded the permitted number, a pro-rated portion of the maximum amount shall be payable to each injured passenger. The number of permitted passengers is the number representing the total carrying capacity of your Motorcar, as stated in the Vehicle Registration Card, less one (the driver).

#### (B) Your Paid driver/attendant

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

### 3. Declared Car Accessories up to Sum Insured of \$5,000 (for NCD protection)

In case of any loss and/or damage to specifically declared accessories not originally included in the manufacturer or local distributor's normal specifications when your car was first registered and sold in the local market, caused by accident or theft by visible, forcible and violent entry into your car, we may at our option:

- (a) repair or replace the accessories so damaged or stolen; or
- (b) pay in cash the amount of loss or damage.

However, we shall not be liable for:

- (i) damage due to normal wear and tear, depreciation, mechanical, electronic or electrical breakdowns, failures or breakage, corrosion or deterioration due to atmospheric conditions, inherent vices, rusting oxidation decolourisation, any process of cleaning, restoring, alterations, maintenance, repairing or otherwise, or scratching of painted or polished surfaces
- (ii) loss or damage to any item by its own ignition or explosion, mechanical or electrical breakdown, failure, breakage or derangement
- (iii) loss or damage caused by wilful act or wilful negligence.

Such payment will not affect your No Claim Discount nor will the Own Damage Excess apply to such claim.



# AXA: A World Leader in Financial Protection

## AXA Group in 2006

- Euro 79 billion in consolidated revenues
- Euro 1,315 billion in assets under management including Winterthur
- 120,000 employees and distributors worldwide working to deliver the right solutions and top quality service to our customers. On 22 December 2006, 30,000 employees from Winterthur joined the AXA teams, which brings the headcount to 150,000 as of 1 January 2007
- 52 million customers across the globe have placed their trust in AXA
  - To insure their property (vehicles, homes, equipment)
  - To provide health and personal protection coverage for their families or employees
  - To manage their personal or corporate assets
  - Standard & Poor's Ratings: AA

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