



## 中国太平保险(新加坡)有限公司

CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.

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### PRIVATE MOTOR CAR POLICY

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

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

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 us 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)).

N.B. - Please read the conditions and examine the Policy and if incorrect or unacceptable return it immediately for alteration or cancellation. We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.

## SECTION I - INSURANCE ON THE MOTOR CAR

### 1. Loss or Damage

The Company will indemnify the Insured against accidental loss of or damage to the Motor Car and its accessories and spare parts whilst thereon arising anywhere within the Geographical Area or whilst in transit by direct sea route across the straits between the island of Penang and the mainland or across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johore.

At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Car or any part thereof or its accessories or spare parts.

The Liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value of the Motor Car at the time of loss or damage.

### 2. Protection and Removal after Accident

If the Motor Car is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairs and of delivery within the country where the loss or damage was sustained.

### 3. Authority to Repair

The Insured may authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that

- (a) the estimated cost of such repair does not exceed the Authorised Repair Limit
- (b) a detailed estimate of the cost is forwarded to the Company without delay

### 4. Hire Purchase Agreement

If to the knowledge of the Company the Motor Car is the subject of a Hire Purchase Agreement any Payment in cash including payment in-lieu-of-repair shall be made to the Hire Purchase Owner(s) described in the Schedule of the Policy whose receipt shall be full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy, it being 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.

### 5. Replacement of Parts

In the event of loss of or damage to the Motor Vehicle and/or its accessories 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's 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 its agents for the country in which the Motor Vehicle is held for repair or
  - (ii) if no such catalogue or price list exists the price last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of any relative import duty and
- (b) the reasonable cost of fitting such part.

### 6. Total Loss

In the event of any claim arising under Section I of the Policy the Company may at its own option settle claim on total loss basis and pay in cash the market value less depreciation of the car after deducting the excess applicable under the policy and the insured shall surrender the car log card, the Certificate and Policy of insurance to the Company on its exercising such option and shall execute such documents as may be required to effect a transfer of the car.

## EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

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

## SECTION II - LIABILITY TO THIRD PARTIES

### 1. Indemnity to the Insured

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

- (a) death of or bodily injury to any person
- (b) damage to property where such death or injury or damage arises out of an accident caused by or arising out of
  - (i) the use of the Motor Car
  - (ii) the driving by the Insured of any private motor car other than those hired (under a hire purchase agreement or otherwise to him or his employer or his partner

### 2. Indemnity to Authorised Drivers

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

- (a) death of or bodily injury to any person
- (b) damage to property where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Car. Provided that such Authorised Driver
  - (i) is not entitled to indemnity under any other policy
  - (ii) shall as though he were the Insured observe, fulfil and be subject to the Terms and conditions of this Policy insofar as they can apply

### 3. Indemnity to Personal Representatives

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

### 4. Expenses

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

### 5. Representation and Defence

The Company may at its own option

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

## EXCEPTIONS TO SECTION II

The Company shall not be liable

- (a) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section
- (b) in respect of damage to property belonging to or held in trust by or in the custody or control of
  - (i) the Insured or any member of his household
  - (ii) any Authorised Driver claiming to be indemnified under Section II - 2 or any member of his household

## SECTION III - MEDICAL EXPENSES

The Company will subject to the Limits of Liability in respect of each person injured pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or Authorised Driver or any passenger of the Motor Car as the direct and immediate result of an accident to the Motor Car.

**SECTION IV - PERSONAL ACCIDENT BENEFITS**

The company undertakes to pay compensation to the Insured or his personal representative on the scale provided below for bodily injury sustained by the Insured

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

	<b>Scale of Compensation*</b>	
(1) Death.....	\$20,000	} In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any other motor car or motor cars compensation shall be recoverable under one Policy only.
(2) Total and irrecoverable loss of all sight in both eyes.....	\$20,000	
(3) Total loss by physical severance at or above the wrist or ankle or both hand or both feet or of one hand together with one foot.....	\$20,000	
(4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye.....	\$20,000	
(5) Total and irrecoverable loss of all sight in one eye.....	\$10,000	
(6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot.....	\$10,000	

Payment shall be made under one only of sub-section (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$20,000 during any one period of insurance.

**PROVIDED ALWAYS that**

- (a) the insured is not less than 16 or more than 65 years of age at the time of such injury
- (b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity or (2) and accident happening whilst the Insured is under the influence of intoxicating liquor or drugs

**NO CLAIM DISCOUNT**

In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal premium shall be reduced as follows:

<b>Period of Insurance</b>	<b>Discount</b>
The preceding year.....	10%
The preceding two consecutive years.....	20%
The preceding three consecutive years.....	30%
The preceding four consecutive years.....	40%
The preceding five or more consecutive years.....	50%

If at the time of a claim the No Claim Discount is 40% or 50%, the No Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy. If the No Claim Discount is 30% or less then the whole No Claim Discount is rescinded.

If more than one claim is made during any one period of insurance the entire No Claim Discount is rescinded irrespective of the percentage earned.

If more than one motor car is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor car.

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferer shall not accrue to the benefit of the Transferee.

The No Claim Discount is not affected by any notification or information which the Insured is obliged to provide to the Company unless it is in relation to a claim made on the Company.

**JURISDICTION CLAUSE**

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

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

If the Company is obliged by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15<sup>th</sup> January, 1968, or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22<sup>nd</sup> February, 1975 to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

**Limits of Liability:**

Limit of the amount the Company's liability under Section I-2.....	\$300
Limit of the amount the Company's liability under Section II-1(a) or 2(a) in respect of any one claim or series of claims arising out of one event.....	Unlimited
Limit of the amount the Company's liability under Section II-1(b) or 2(b) in respect of any one claim or series of claims arising out of one event.....	\$5,000,000
Limit of the amount the Company's liability under Section II-5(c) in respect of legal services for defence in the event of any charge.....	\$3,000
Limit of the amount the Company's liability under Section III in respect of each person injured arising out of one accident.....	\$300

**Authorised Repair Limit: \$300**

**Geographical Area:**

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

**Legislation:**

Road Traffic Ordinance 1958 (Federation of Malaysia) Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 88 of the Revised Edition) (Republic of Singapore) (the reference to Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 78, 79 and 80 of the Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Singapore Act).

## THE FOLLOWING ENDORSEMENTS SHALL APPLY WHEN SPECIFIED IN THE SCHEDULE ATTACHED

### Endorsement No. 1 – Excess on Section II

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section II of this Policy the Insured in respect of each and every event shall be responsible for the first amount as specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 5 of this Policy.

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

For the purpose of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with any one Motor Car in respect of or in connection with which indemnity is granted under this Policy.

### Endorsement No. 2 – Excess on Section I

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

For the purpose of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with the Motor Car.

### Endorsement No. 2(a) – Excess on Section I (Fire & Theft Only)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I as modified by endorsement of this Policy the Insured in respect of each and every event shall be responsible for the first amount as specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 5 of this Policy.

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

For the purpose of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with any Motor Car in respect of or in connection with which indemnity is granted under this Policy.

### Endorsement No. 2(b)

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that in the event of each and every claim arising under Section I of this Policy a further excess of \$1,000.00 shall apply in addition to the amount of excess specified as Endorsement No. 2 in the Schedule when at the time of an accident the Motor Car is driven by:-

- (a) any person who is 21 years of age and below
- (b) any person who holds a Provisional Driving Licence
- (c) any person who holds a Qualified Driving Licence for less than 12 months

### Endorsement No. 3(a)

It is hereby understood and agreed that Sub-Section I (ii) of Section II of this Policy is deemed to be cancelled

### Endorsement No. 3(c)

It is hereby understood and agreed that Section IV and Sub-Section I(ii) of Section II of this Policy are deemed to be cancelled.

### Endorsement No. 3(p) – Third Party Only

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

### Endorsement No. 3(q) – Third Party, Fire & Theft Only

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

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

### Endorsement No. 15(a) – Employers Loan

It is hereby understood and agreed that the Party Named As Owner(s) in the Schedule of the Policy are interested in any moneys which but for this endorsement would be payable to the Insured under this Policy in respect of loss of or damage to the Motor Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be paid to the Party Named As Owner(s) in the Schedule of the Policy until such time as notice is given by them to the company that they have no further financial interest in the insured vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Save as by this Endorsement expressly agreed herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

### Endorsement No. 16 – Non-Cancellation Clause

The Company undertakes to notify the Hire Purchase Owner(s) or Lessor(s) as named in the Schedule prior to the cancellation of this Policy if instructions have been received from the Insured for the cancellation of the Policy.

Provided that this will in no way affect the Company's right to cancel the Policy.

### Endorsement No. 25 – Strike Riot and Civil Commotion

It is hereby understood and agreed that the words “strike riot civil commotion” in General Exceptions 2(b) of this Policy shall not apply to any accident loss damage or liability directly caused by

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

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

- (a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences

In the event of any claim hereunder the insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

### Endorsement No. 31 – Cover Whilst Driven by a Motor Trader

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

### Endorsement No. 57 – Inclusion of Special Perils

It is hereby understood and agreed that the following shall be deemed to be added to Section I-1 of this Policy after the word thereon “by flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature”

It is further understood and agreed that the words “flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature” in General Exception 2(d) of this Policy are deemed to be deleted.

**Endorsement No. 72 - Legal Liability of Passengers for Acts of Negligence**

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

Provided that the Passenger:

- (a) is not driving the Motor Car or in charge of the Motor Car for the purpose of driving
- (b) is not entitled to indemnity under any other Policy
- (c) shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply

**Exceptions**

The Company shall not be liable in respect of

- (a) death of or bodily injury to
  - (1) the Insured
  - (2) any person driving the Motor Car or in charge of the Motor Car for the purpose of driving
  - (3) any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Car.

**Endorsement W – Breakage of Glass in Windscreen or Window (Sunroof/Moonroof – Private Car Only)**

In consideration of an additional premium the indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to an amount not exceeding (the sum as stated in the Schedule) 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 any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for an Excess of \$100/- otherwise payable shall be of no effect.

Following the settlement of a claim the benefit under this extension shall be reinstated @ no extra cost.

**Endorsement No. 92 – Leasing Agreement**

It is hereby understood and agreed that the Leasing Company Named in the Schedule of the Policy (hereinafter referred to as the Lessors) are the Owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Leasing Agreement made between the Lessors of 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) pursuant to any legal liability on the part of the Company to the Insured under Section I of this Policy shall be made to the Lessors 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 Leasing Agreement to the contrary this Policy is issued to the Insured 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, and, further, nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

**Endorsement N – Additional Excess Other Than Named Drivers**

It is hereby understood and agreed that the following excess will be applicable for any accident, loss or damage other than named drivers. If however there is/are other Excess(es) applicable under different Endorsement(s) of this Policy the said Excess shall be considered as an additional Excess over and above other Excess(es).

**Additional excess other than Named Drivers**

*Age	Add. Excess
≤ 25	\$3,000
≥ 26	\$500
*Age as at date of accident	

**Endorsement Y – Young & Inexperienced Unnamed Drivers Excess**

It is hereby understood and agreed that an excess of S\$3,000.00 shall apply for accident loss or damage for any unnamed Authorised Driver who is below the age of 22 or possess a full driving licence for less than 1 year. If however there is/are other Excess(es) applicable under different Endorsement(s) of this Policy the said Excess of S\$3,000.00 shall be considered as an additional Excess over and above other Excess(es).

**PAYMENT BEFORE COVER WARRANTY (For Vehicles Registered Under Personal Name)**

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy 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 (For Vehicles Registered Under Company's Name)**

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:-
  - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
  - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50.00.
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 affected) within the period of insurance.

## GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. any accident loss damage or liability caused sustained or incurred
    - (a) outside the Geographical Area
    - (b) whilst any motor car in respect of which indemnity is provided by the Policy is
      - (i) being used otherwise than in accordance with the Limitations as to Use
      - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver
      - (iii) being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of intoxicating liquor or drugs
- Provided that conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic (Chapter 92 of the Revised Edition) as reprinted on 25<sup>th</sup> April, 1985 incorporating all amendments up to that date or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (b)(iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy. Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act passed in substitution
2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
    - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power, martial law or terrorism
    - (b) strike riot civil commotion
    - (c) detention seizure confiscation or any attempt thereof
    - (d) flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature or by any direct consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
  3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
  4. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) any liability of whatsoever-nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  5. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.  
If a law or laws are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

## CONDITIONS

### Interpretation

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

### Written Notice

2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

### Care of Motor Car

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

### Notification of Accidents

4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall give notice within 24 hrs to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, injury or offer of composition in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

### Claims Procedure

5. a) No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to:-  
take over and conduct in the name of the Insured or such person the defence or settlement of any claim;  
prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise; and/or  
conduct and settle proceedings as it sees fit.  
The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by:-  
providing all such information and assistance as the Company may require;  
allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an indemnity under this policy for the damage to the Motor Vehicle insured.
- b) In case damage to the Motor Vehicle insured is indemnifiable by this policy the Insured shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds \$300 in total.
- c) The Company is not liable to make payment under this policy if the claim falls under the following circumstances:-
  - i) if the claim is found to be fraudulent
  - ii) if the claim is intentionally inflated
  - iii) if there is false declaration
  - iv) there is a non-disclosure of material facts

### Cancellation

6. The Company may cancel this Policy by sending seven day's notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven day's notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

#### Computation of Refund @ Short Period Rate

Period Not exceeding	1 week	-	7/8 of the annual premium
Period Not exceeding	1 month	-	3/4 of the annual premium
Period Not exceeding	2 months	-	5/8 of the annual premium
Period Not exceeding	3 months	-	1/2 of the annual premium
Period Not exceeding	4 months	-	3/8 of the annual premium
Period Not exceeding	6 months	-	1/4 of the annual premium
Period Not exceeding	8 months	-	1/8 of the annual premium
Exceeding	8 months	-	No Refund

### Other Insurance

7. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (i) of Section II - 2 of this Policy.

### Arbitration

8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the company. If the company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### Conditions Precedent to the Company's Liability

9. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to an liability of the Company to make any payment under this Policy.