

## Car Protect360

### YOUR CAR PROTECT360 POLICY

Here is Your Car Protect360 Policy. Please examine this insurance Policy together with the Schedule and the Certificate of Insurance, to ensure that You understand the terms and conditions and that the cover You require is being provided. It is important that the documents and any amendments are read together to avoid misunderstanding.

We recommend that You keep the Certificate of Insurance in Your car at all times as this is required under Singapore law. It has the list of Our Approved Workshops for Your easy reference.

If You have any questions after reading these documents, please contact Your insurance adviser or Us.

If You need to change anything, please contact Us immediately.

### IMPORTANT NOTICE

All information provided in Your application form, including declarations made over the phone or internet, forms the basis of this Policy. You must answer all the questions in Your application accurately and tell Us everything You know or could reasonably be expected to know that is relevant to Our decision to give You the insurance. Otherwise You may receive no benefit from the Policy.

### HOW YOUR INSURANCE POLICY OPERATES

This Policy is a contract of insurance between You, Our Policyholder named in the Schedule and Us, the Company.

This Policy, the application, declaration or any statement of facts, any clauses endorsed on the Policy, the Schedule, the Certificate of Insurance and any changes highlighted in Your renewal notice form the contract of insurance between You and Us.

The insurance We provide in this Policy is subject to the terms, conditions, exclusions contained in this Policy, Certificate of Insurance, the Schedule and any Endorsement to this Policy (hereinafter collectively referred to as the "Terms of this Policy").

In consideration of Your paying to Us the required premium, We agree to indemnify You in the manner and to the extent described in the Policy and in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which You pay and We accept the required premium.

### POLICY DEFINITIONS

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.

**"Accessories"** refer to all audio, video, sunroof or glass roof and other standard equipment fitted into the car by the manufacturer or distributor at the time Your vehicle was originally purchased.

**"Approved Workshop"** refers to a workshop approved by Us where You can repair the Insured Vehicle if it is damaged in an accident for which You will make a claim.

**"Authorised Driver"** refers to:

1. any person named in the Schedule as "Authorised Drivers" and/or any person named in Certificate of Insurance under "Persons or classes of persons entitled to drive".
2. In the event of the death of the Policyholder, Authorised Driver includes:
  - a. any member of the Policyholder's family or a paid driver who have been driving any vehicle described in the Schedule during the life of the Policyholder and permission to drive has not been withdrawn prior to the death of the Policyholder.
  - b. any other person who has been given permission to drive any vehicle described in the Schedule prior to the death of the Policyholder and such permission has not been withdrawn by the Policyholder.

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

**"Authorised Repair Limit"** refers to the estimated repair costs over and above Your Excess where You may proceed with repairs to the motorcar without reference to Us. The Authorised Repair Limit must not exceed S\$300.

**"Endorsement"** refers to a clause under which We may change the cover We provide. The Endorsement which applies to Your Policy is shown in the Schedule or the Certificate of Insurance.

**"Excess"** refers to the amount shown in the Schedule or Certificate of Insurance which You shall bear in respect of each and every claim.

**“Geographical Limits”** refers to:

1. The Republic of Singapore;
2. West Malaysia;
3. Transit by direct sea route across the straits between Penang and the mainland of West Malaysia
4. Direct sea route across the straits between Changi Point, Singapore and Tanjung Belungkor, Johore;
5. Part of Thailand within 80 kilometres of the border between Southern Thailand and West Malaysia subject to a maximum duration of seven (7) days for each and every trip.

**“Insured Vehicle”** means the vehicle We are insuring for You as shown in the Schedule, fitted with standard equipment by the manufacturer or distributor without any modification to any parts, Accessories, Windscreen and/or windows, unless otherwise declared with details and endorsed under this Policy.

**“Market Value”** refers to the cost of replacing Your vehicle with one of the same make and model, of similar specification, condition and age as currently available immediately before the date of the loss or accident.

**“No Claim Discount (NCD)”** refers to a discount from Your premium in return for not making or having made a claim and/or not having any claim made against You by any third party.

**“Period of Insurance”** refers to the period of cover shown in the Schedule or Certificate of Insurance and for any following period, for which cover is extended by mutual agreement and endorsed under the Policy.

**“Policy”** refers to this policy, Your application form, Your declarations, the Schedule, the Certificate of Insurance and any Endorsements We have issued under this policy.

**“Policyholder, Insured, You or Your”** refers to the person named in the Certificate of Insurance and under whose name this Policy has been issued.

**“Schedule”** refers to the document which reflects details of yourself, the Insured vehicle, any Authorised Driver and/or any terms and conditions that are specific to Your contract.

**“We, Our, Us or the Company”** refers to HL Assurance Pte. Ltd.

**“Windscreen”** refers to front, side, rear back and quarter glass of the Insured Vehicle.

**“Young and/or Inexperienced Driver”** refers to any person who at the time of loss or damage to the Insured Vehicle is below twenty-seven (27) years of age and/or has held a valid driving license for less than two (2) years.

## SECTION I – INSURANCE ON THE INSURED VEHICLE

### 1. Loss or Damage

We will indemnify the Policyholder against accidental loss of or damage to the Insured Vehicle and its Accessories and spare parts whilst thereon arising anywhere within the Geographical Limits caused by:

- (a) accidental collision or overturning;
- (b) fire, external explosion, self-ignition, lightning, burglary, housebreaking, theft or being hit by a falling object;
- (c) a malicious act;
- (d) strike or riot; or
- (e) flood, typhoon, hurricane, volcanic eruption, earthquake or other natural disaster

We have the option to repair, reinstate, replace or offer a cash settlement for the accidental loss of or damage to the Insured Vehicle or its Accessories or spare parts. Our maximum liability shall be limited to the prevailing Market Value of the Insured Vehicle and its Accessories or spare parts at the time of the loss or damage.

### 2. Loss or Damage to Windscreen or Window

We will pay the cost of reinstating any glass in the Windscreen or windows of the Insured Vehicle following breakage of such glass due to accident provided there is no other damage to the Insured Vehicle.

Notwithstanding the coverage provided above, You shall be responsible to pay for the first S\$100 or the amount specified as Windscreen Excess in the Schedule and its applicable GST, whichever is the higher amount for each and every claim made under this sub-section I-2.

The Windscreen Excess will be waived if the repairs on Windscreen or windows of the Insured Vehicle are carried out at the Windscreen repairer We have appointed or approved.

Payment by Us under this sub-section I-2 will not affect Your No Claim Discount (NCD). However, We will not pay for the cost of the solar film or similar as a result of replacing the Windscreen.

### 3. Protection and Removal after Accident

If the Insured Vehicle is immobilised by reason of loss or damage insured under this Policy, We will bear the reasonable cost of up to S\$500 for protection and removal to the nearest repairers and for delivery within the Geographical Limits.

### 4. Authority to Repair

The Policyholder may authorise the repair of the Insured Vehicle necessitated by damage for which

We may be liable under this Policy provided that:

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

**5. Excess reduction for repairs at Our Approved Workshop**

If the Insured Vehicle is repaired at Our chosen Approved Workshop, Own Damage Excess will be halved.

**EXCLUSIONS TO SECTION I**

We shall not be liable to pay for:

- 1. (a) the Excess amount shown as Own Damage Excess in the Schedule and its applicable GST.
- (a) Young and/or Inexperienced Driver Excess of S\$3,000 and its applicable GST. The Young and/or Inexperienced Driver Excess is applicable in addition to the Own Damage Excess amount specified in the Schedule if the Insured Vehicle is driven by or under the control of any person (other than the Policyholder) who at the time of loss or damage to the Insured Vehicle is below twenty-seven (27) years of age and/or has held a valid driving license for less than two (2) years.

If We have made any payment under Section I which includes the excesses mentioned in (a) and/or (b) above, You have to pay Us the amount of the excesses.

The excesses mentioned above are applicable for every claim made under Section I of this Policy for loss of or damage to the Insured Vehicle but shall not apply to loss or damage to the Insured Vehicle caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft except if it is stated to be applicable in the Schedule.

- 2. loss of use or any other consequential loss.
- 3. (a) depreciation, wear and tear, mechanical or electronic breakdown, equipment or computer malfunction,
- (b) the failure or inability of any equipment or any computer program to recognise or correctly interpret or process any date as the true or correct date or to continue to function correctly beyond that date,
- 4. damage to tyres or rims unless damage is caused to other parts of the Insured Vehicle simultaneously in the same accident.
- 5. any loss or damage arising from a criminal breach of trust.

- 6. any transport expenses or any losses due to unavailability of parts or Accessories.
- 7. any loss or damage to personal items in the Insured Vehicle.
- 8. any loss or damage to Accessories not installed by the car distributor and/or manufacturer.

**SECTION II – LIABILITY TO THIRD PARTIES**

**1. Indemnity to the Policyholder or Authorised Driver**

We will indemnify the Policyholder or Authorised Driver who is driving the Insured Vehicle against all sums, including claimant's costs and expenses, which the Policyholder or the Authorised Driver shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person,
- (b) damage to property up to S\$5,000,000 for any one claim or series of claims arising out of any one event

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Insured Vehicle while the Insured Vehicle is driven within the Geographical Limits, further provided that such Authorised Driver:

- (i) is not entitled to indemnity under any other policy,
- (ii) shall as though he were the Policyholder observe, fulfil and be subject to the Terms of this Policy insofar as they apply.

**2. Indemnity to Personal Representatives**

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

**3. 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.

**4. Representation and Defence**

We may at Our own option:

- (a) arrange for representation at any inquest or inquiry of the subject matter of which may give rise to indemnity under this Section,
- (b) undertake the defence of proceedings in any

Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section,

- (c) arrange at the request of the Policyholder and pay, subject to a limit of S\$3,000, for legal services for defence of any charge of causing death by driving the Insured Vehicle, other than murder, which may be brought against the Policyholder or any other person who is driving on the Policyholder's order or with his permission, in respect of any death which may be the subject of indemnity under this Section.

### EXCLUSIONS TO SECTION II

1. death of or bodily injury to an employee arising out of and in the course of employment by a person insured under this Policy,
2. damage to property belonging to or held in trust by or in the custody or control of:
  - (i) the Policyholder or any member of his household,
  - (ii) any Authorised Driver claiming to be indemnified under Section II-1 or any member of his household.

### SECTION III – MEDICAL EXPENSES

If You, Your Authorised Driver or any passenger in the Insured Vehicle suffer(s) bodily injury, sustained as the direct and immediate result of an accident to the Insured Vehicle 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\$1,000 per person per accident.

### SECTION IV – PERSONAL ACCIDENT BENEFITS

1. We will pay:
  - a. You or Your personal representative the amount shown in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while You are getting into or out of or driving the Insured Vehicle or travelling as a passenger in the Insured Vehicle.
  - b. each of the passengers and the Authorised Driver half of the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling in the Insured Vehicle.

Provided always that:

- (i) You or Your Authorised Driver is not less than eighteen (18) or more than sixty-five (65) years of age at the time of injury

- (ii) the passenger(s) travelling in the Insured Vehicle is not less than sixteen (16) or more than sixty-five (65) years of age at the time of injury

- (iii) the death or bodily injury shall occur within three (3) calendar months of the accident independent of any other cause (except medical or surgical treatment consequent upon such injury)

If You have more than one private motor car insurance policy with Us, payment will be made under one (1) policy only.

2. We will not pay for death or bodily injury:
  - a. occurring more than three (3) calendar months after the accident, or
  - b. arising directly or indirectly from intentional self-injury, suicide, attempted suicide (whether felonious or not), physical or mental defect or infirmity, or
  - c. arising from any accident happening while the driver of the Insured Vehicle is under the influence of intoxicating liquor or drugs.

Scale of Compensation		
(1)	Death	S\$20,000
(2)	Total and irrecoverable loss of all sight:	
	- in both eyes	S\$20,000
	- in one eye	S\$10,000
(3)	Total loss by physical severance at or above:	
	- the wrist of both hands	S\$20,000
	- the ankle of both feet	S\$20,000
	- the wrist or ankle of one hand together with one foot	S\$20,000
	- the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$20,000
	- the wrist of one hand	S\$10,000
	- the ankle of one foot	S\$10,000

We will make payment under only one of the sub-sections (1) to (3) above in respect of any one occurrence. If You suffer several injuries, We will pay for the event that gives the highest benefit.

3. The maximum compensation in the aggregate payable by Us under this section of the Policy during the Period of Insurance is:
  - a. S\$20,000 in respect of death or bodily injury suffered by the Policyholder.
  - b. S\$10,000 per person multiplied by the legal seating capacity of the Insured Vehicle in respect

of death or bodily injury suffered by the Authorised Driver or passenger of the Insured Vehicle. If the number of persons (including the driver) in the Insured Vehicle at the time of occurrence exceeds the number stated as the legal seating capacity in the Schedule, We shall be liable only for a pro rata proportion of the compensation which otherwise would be payable. We will pay the compensation only with Your approval and will pay it directly to the injured Authorised Driver or passenger or their personal representatives. The receipt by the personal representatives of this payment shall be a full and final discharge to Us for such compensation.

### LIMITATIONS AS TO USE

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

### LEGISLATION AND JURISDICTION

#### 1. Legislation

This Policy is governed by the laws of Singapore and Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 189) (Republic of Singapore), Road Traffic Act (Cap 276) (Republic of Singapore), Road Transport Act 1987 (Malaysia), or any Amendment, Act or Acts passed in substitution.

The reference of Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 7, 8 and 9 of the Motor Vehicles (Third Party Risks & Compensation) Act (Republic of Singapore) and Sections 94, 95, 96 of the Road Transport Act 1987 (Malaysia).

#### 2. Jurisdiction

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

### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

In the event that We are obliged to pay by virtue of the Legislation or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22 February 1975 or the Minister of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 30 March 1992 or by any agreement which alters, amends or supercedes such Agreement, You must repay Us any amount for which We would not otherwise be liable under this Policy.

### NO CLAIM DISCOUNT (NCD)

If there is no claim made under this Policy, We will give You a discount on Your premium on the following scale when You renew Your Policy:

**NCD Table 1**

No Claims for:	No Claim Discount (NCD)
One (1) Year	10%
Two (2) Consecutive Years	20%
Three (3) Consecutive Years	30%
Four (4) Consecutive Years	40%
Five (5) or More Consecutive Years	50%

If more than one Insured Vehicle is described in the Schedule, the No Claim Discount (NCD) shall be applied as if a separate Policy has been issued in respect of each such Insured Vehicle.

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

You cannot transfer the No Claim Discount (NCD) to anyone else.

No Claim Discount (NCD) shall be reduced if one or more claims have been made during a Period of Insurance as follows:

**NCD Table 2**

Current No Claim Discount (NCD)	Reduced No Claim Discount (NCD)	
	If one (1) claim made	If two (2) or more claims made
50%	20%	0%
40%	10%	0%
10 to 30%	0%	0%

The No Claim Discount (NCD) shall be affected by any late notification or any failure in notification of an accident and/or occurrence by the Policyholder or Authorised Driver in accordance to Sub-Section 1 of Claims Conditions. Your No Claim Discount (NCD) will be reduced by an extra 10% as shown in the following table:

**NCD Table 3**

Current No Claim Discount (NCD)	Upon Renewal (Non-Reporting)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%

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

In the context of this section the following terms have the

following meanings assigned to them:

**\*Accident NCD -** Refers to the loss of percentage of No Claim Discount (NCD) entitlement as a result of claims arising from an accident as per NCD Table 2.

**\*Non-Reporting NCD -** Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy as per NCD Table 3.

**GENERAL CONDITIONS**

(Applicable to the whole Policy)

The following conditions apply to any claim made under the **Policy**.

**1. 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.

**2. Interpretation**

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.

**3. Care of Insured Vehicle**

You and Your Authorised Driver must take all reasonable steps to safeguard the Insured Vehicle, its Accessories and spare parts from loss or damage and to maintain the Insured Vehicle in efficient condition, and We shall have at all times free and full access to examine the Insured Vehicle or any part thereof or any driver or employee of You or Your Authorised Driver.

In the event of any accident or breakdown, the Insured Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage or to anyone else, and if the Insured Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Insured Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

**4. Pair and Set**

If the damaged item forms part of a set or a pair, the repair or replacement will only apply to the damaged item in that pair or set. For example, if one rim was damaged, We will only pay for the cost of one rim.

**5. Cancellation**

We may cancel this Policy by giving You seven (7) days' notice at Your last-known address and You must return Your original Certificate of Insurance to Us. You may also cancel this Policy by contacting Us in writing or by phone and returning Your original Certificate of Insurance to Us, the cancellation will take effect from the date We receive the original Certificate of Insurance.

Any refund will be calculated as follows:

(a) Cancellation by Us

$$\text{Premium refund} = \frac{\text{Premium} \times \text{the unexpired Period of Insurance (days)}}{\text{the Original Period of Insurance* (days)}}$$

(b) Cancellation by Policyholder

Period of Coverage (Not Exceeding)	Premium Refund (% of Annual Premium)
Before Policy Inception	87.50%
1 week	87.50%
1 month	75.00%
2 months	62.50%
3 months	50.00%
4 months	37.50%
5 months	35.00%
6 months	25.00%
7 months	20.00%
8 months	12.50%
Exceeding 8 months	0.00%

Definition

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

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

- i. You have reported a claim (including claim(s) for Windscreen or windows or Accessories), or
- ii. We have paid a claim (including claim(s) for Windscreen or windows or Accessories), or
- iii. you have an outstanding liability
- iv. refund premium is less than S\$25

under Your Policy during the Period of Insurance.

#### Special Conditions for Cancellation

##### (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 the Insured Vehicle 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.

#### **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. 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.

#### **8. Interests 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.

#### **9. Exclusion of Rights Under the Contracts (Rights of Third Parties) Act**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

#### **10. Payment before Cover Warranty**

(Applicable to Policy issued to an individual)

- a. The premium due must be paid to the Us (or the intermediary through whom this Policy or Bond was effected) on or before the effective date ("the effective date") or the renewal date of the coverage. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:

- i. Cash or honoured cheque for the

premium is handed over to Us or the intermediary;

- ii. A credit or debit card transaction for the premium is approved by the issuing bank;
- iii. A payment through an electronic medium including the internet is approved by the relevant party;
- iv. A credit in favour of Us or the intermediary is made through an electronic medium including the internet.

- b. In the event that the total premium due is not paid to the Us (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

#### **11. Warranties in Respect of Previous Insurance**

(Applicable to Policy issued to a business or commercial establishment)

You warrant that:

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

The warranties set out in 11(a) and (b) above are conditions precedent to the validity of this Policy. A breach of any of the said warranties shall render the Policy null and void.

#### **12. Premium Payment Warranty**

(Applicable to Policy issued to a business or commercial establishment)

- (a) Notwithstanding anything herein contained but subject to clause (b) hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by Us (or the

intermediary through whom this Policy was effected) within sixty (60) days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.

- (b) In the event that any premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the sixty (60) - day period referred to above, then:
  - i. the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said sixty (60) day period;
  - ii. the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
  - iii. We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
- (c) If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

## **CLAIMS CONDITIONS**

(Applicable to the whole Policy)

We will act in good faith in all Our dealings with You. Equally, You are required to observe the following conditions in the event of any accident involving the Insured Vehicle.

### **1. Notification of Accidents**

In the event of any accident involving the Insured Vehicle, irrespective of whether it would give rise to a claim, You or Your Authorised Driver shall report the accident to Us or Our Authorised Representative and convey or cause to be conveyed the Insured Vehicle to Our Approved Workshop or Your choice of workshop (depending on the plan type of Your Policy) for inspection within twenty four (24) hours of the accident or by the next working day thereof.

In case of theft or other criminal act which may give rise to a claim under this Policy, You or Your Authorised Driver shall give immediate notice of the occurrence to Us and the police and cooperate with Us in securing the conviction of the offender.

Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to Us immediately on receipt. Notice shall also be given to Us immediately after You or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and/or occurrence will result in You or Your Authorised Driver being denied indemnity under both Section I and Section II of the Policy in respect of that particular accident and/or occurrence.

Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in You losing all or part of Your No Claim Discount as set out in NCD Table 3 under No Claim Discount (NCD) Section.

### **2. Claims Procedure**

No admission, offer, promise or payment shall be made by or on behalf of You or any person claiming to be indemnified without Us giving Our written consent.

We may at Our sole discretion:

- (a) take over and conduct in Your name or such person the defence or settlement of any claim, or
- (b) prosecute in Your name or such person for Our own benefit any claim for indemnity or damages, or
- (c) conduct and settle proceedings as We deem fit.

You and Your Authorised Driver accept that We have these rights and that to evaluate and exercise these rights, You and any person claiming to be indemnified must assist Us by:

- (a) providing all such information and assistance as We may require;
- (b) allowing Us the right to examine the nature and extent of all damage to the Insured Vehicle before it is repaired. We have this right whether or not You or Your Authorised Driver is entitled or intends to claim an indemnity under this Policy for the damage to the Insured Vehicle.

In case damage to the Insured Vehicle is indemnifiable by this Policy, You shall decide whether or not to claim for such damage under this Policy and if so claiming, shall submit such a claim to Us within fourteen (14) days of occurrence or discovery of damage. The quoted cost of repair is subject to adjustment by Us before any repair may commence if it exceeds the Authorised Repair Limit in total.

### **3. 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.



#### 4. Payment to Legal Owners

If the Insured Vehicle 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 the Insured Vehicle (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.

#### 5. Arbitration

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the dispute shall not within twelve (12) months from the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 6. Time Limit for Commencement of Action or Suit

If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Claims Condition 5 of this Policy or within twelve (12) months from the date of disclaimer in the case where the Company disclaims Policy liability, the Company shall not be liable for such claim under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the Company.

#### 7. Conditions Precedent to the Company's Liability

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 You or any person claiming to be indemnified, and the truth of the statements and answers in the application, shall be conditions precedent to any liability of Us to make any payment under this Policy.

#### 8. Legal Representative

The Terms of this Policy, so far as applicable and with any necessary modifications, shall apply to the legal personal representative of the Policyholder and Authorised Driver.

#### 9. Written Notice

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

### GENERAL EXCLUSIONS

(Applicable to the whole Policy)

We shall not be liable in respect of:

1. Any accident, loss, damage or liability caused sustained or incurred:

- (a) outside the Geographical Limits
- (b) whilst any Insured Vehicle in respect of which indemnity is provided by this Policy is:
  - (i) being used otherwise than in accordance with the Limitations as to Use,
  - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver,
  - (iii) being driven by the Policyholder or by any person on the order of or with the permission of the Policyholder whilst under the influence of intoxicating liquor or drugs,
  - (iv) being used or driven when it is not registered or licensed under the legislation or when the registration or licensing under the legislation has been cancelled,
  - (v) being used or driven with modifications that have not been approved by the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles, Registration and Licensing) Rules or by any relevant regulatory authority.

Any conviction against the driver for an offence under Section 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 exception stated at General Exclusion 1(b)(iii) above to apply where the offence was committed at the time of an accident or event giving rise to claim under this Policy.

2. Any liability that You have agreed to take on under an agreement, which You would not otherwise have if the agreement did not exist.
3. Any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.
4. Any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
  - (a) permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority and/or

- (b) permanent or temporary dispossession of Insured Vehicle resulting from the unlawful occupation of such Insured Vehicle by any person

provided that We are not relieved of any liability to the Policyholder in respect of physical damage to the Insured Vehicle occurring before the occurrences stated in 4(a) and (b) above which is otherwise covered by this Policy

- (c) the destruction of Insured Vehicle by order of any public authority

In any action suit or other proceeding where We allege that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Policyholder or Authorised Driver.

- 5. Any death, disability, loss, damage, destruction, legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

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 Policyholder or Authorised Driver.

- 6. Any liability for:
  - (a) personal injury or bodily injury or financial loss or loss of, damage to, or use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants.

- (b) the cost of removing nullifying or cleaning up pollutants.

- (c) fines penalties punitive aggravated or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape or pollutants.

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which:

- (i) is caused by sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance.

For the purpose of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

- 7. Any accident, loss, damage, death, injury or liability directly or indirectly caused by or contributed to or arising from:

- (a) ionizing radiation or contamination by radioactivity from any nuclear fuel, material or waste from the combustion of nuclear fuel including any self-sustaining process of nuclear fission; or
- (b) any nuclear weapons material.

## ENDORSEMENTS

The following Endorsements apply only if You are covered under Section I of this Policy and if they are specifically declared to be applicable in the Schedule and/or by endorsements, subject to the Terms, Exceptions and Conditions of this Policy unless We expressly state otherwise.

### MAE – Motor Emergency Assistance Program

The Motor Emergency Assistance Services are arranged by Us through Our appointed assistance company to assist You in an emergency caused by or arising out of the use of the Insured Vehicle within the Geographical Limits unless otherwise stated.

The caller will be required to always identify themselves by their full name and Policy number.

If You are insured under Third Party, Fire and Theft cover, the Motor Emergency Assistance Services can be activated in the event of fire and/or theft only.

### **Motor Emergency Assistance Services**

Please note that the Services under Items (a) to (h) are purely on referral or arrangement basis. All costs and expenses incurred for the services listed below are to be borne by You.

- (a) 24 Hours Emergency Towing Assistance
- (b) 24 Hours Minor Roadside Repair Assistance
- (c) Claims Procedure / Reporting Assistance
- (d) Workshop Referral after Accident Assistance
- (e) Service Centre Referral Assistance in Malaysia
- (f) Car Replacement / Arrangement of Rental Vehicle Assistance Service
- (g) Arrangement of Hotel Accommodation Assistance
- (h) Emergency Message Transmission Assistance

### **Medical Evacuation / Repatriation Services**

#### **Arrangement and Payment of Emergency Medical Evacuation and Repatriation**

Where deemed necessary, Our appointed assistance company will arrange for appropriate transportation for moving the Policyholder or Authorised Driver and/or passenger(s) when in a Serious Injury, as a result of an accident arising from the use of the Insured Vehicle within the Geographical Limits (excluding Singapore) to the nearest hospital where appropriate medical care is available.

We or Our appointed assistance company shall not be responsible for any third party expenses that exceeds the limit provided below which shall be solely the Policyholder's responsibility.

The Limit of Indemnity arising from the use of the Insured Vehicle shall be as follows:

Emergency medical evacuation / repatriation – S\$50,000 per accident and in the aggregate for each Period of Insurance

Subject otherwise to the Terms of the Policy.

#### **M01 – 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 Policyholder whilst the Insured Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

#### **M02 – Damage And / Or Theft Of Additional Accessories**

The indemnity provided by Section I of this Policy extends to any claim by the Policyholder for the cost of repair and/or replacement of any additional Accessories installed in the Insured Vehicle following damage and/or theft of the

same (provided there is no further damage to the Insured Vehicle) up to an amount not exceeding S\$1,000 without the loss of the No Claim Discount nor the application of any Excess imposed under the Policy. We will not cover any additional Accessories exceeding S\$1,000, unless You inform Us about them and We agree. In that event, there may be an extra premium to be paid for extending the coverage for these additional Accessories.

#### **M03 – Hire Purchase**

It is hereby understood and agreed that the Hire Purchase Owners named in the Schedule (hereinafter referred to as the Owners) are the owners of the Insured Vehicle and the Insured Vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Policyholder of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this Policy shall be made to the Owners as long as they are owners of the Insured Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Policyholder as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Policyholder an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Policyholder to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Policyholder shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

#### **M04 – Non Cancellation Clause**

The Company undertakes to obtain consent of the Owners/Lessors specified in the Schedule prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Owners/Lessors specified immediately of any other material changes which are proposed to be made in the Terms of this Policy.

#### **M05 – Leasing Agreement**

The organisation specified in the Schedule (hereinafter referred to as the Lessors) are the owners of the Insured Vehicle and that the Insured Vehicle is the subject of a Leasing Agreement made between the Lessors of the one part and the Policyholder 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 Policyholder under Section I of this Policy shall be made to the Lessors as long as they are owners of the Insured 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 Policyholder namely as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the

Policyholder an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Policyholder 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 of any alleged breach of its obligations under this Policy.

#### **M06 – Legal Liability Of Passengers For Acts Of Negligence**

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

Provided that the Passenger:

1. is not driving the Insured Vehicle or is in charge of the Insured Vehicle for the purpose of driving,
2. is not entitled to indemnity under any other policy, and
3. shall as though he were the Policyholder observe fulfil and be subject to the Terms of this Policy in so far as they apply.

#### **Exclusions**

The Company shall not be liable in respect of:

1. death of or bodily injury to any person in the employment of the Passenger where such death or bodily injury arises out of and in the course of such employment.
2. damage to property belonging to or held in trust by or in the custody or control of the Passenger or being conveyed by the Insured Vehicle.

#### **M07 – Private Use – Indemnity To Person Using**

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

1. such person is not entitled to indemnity under any other policy, and
2. such person shall as though he were the Policyholder observe fulfil and be subject to the Terms of this Policy in so far as they apply.

#### **M08 – Replacement Parts**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that in the event of loss or damage to the Insured Vehicle or its Accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Insured Vehicle is held for repair or in the event of the

Company exercising the option under Section I -1 to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part be limited to:

1. (a) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the Country in which the Insured Vehicle is held for repair or;  
(b) 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 Insured Vehicle is held for repair and the amount of the relative import duty and;
2. the reasonable cost of fitting such part.

#### **M09 – Restriction Of Indemnity**

(Applicable for Parallel-Imported Vehicle)

It is hereby noted and agreed that the indemnity under Section I of the Policy shall be restricted as follows:

1. the amount payable for storage charges of the Insured Vehicle shall be limited to the number of days recommended by the Surveyor to repair or replace any part of the Insured Vehicle subject to a maximum of S\$500. The indemnity shall not apply to any additional storage cost payable due to the delay caused by the parts being unavailable or need to be imported from outside of Singapore.
2. the amount payable for freight charges or additional cost incurred to import any parts required for the repair or replacement, shall be limited to the amount of sea freight charge payable subject to a maximum of S\$200.

#### **M10 – Third Party Indemnity To Employer**

It is hereby understood and agreed that in the terms of and subject to the limitations of the indemnity which is granted by Section II of this Policy to the Policyholder, the Company will indemnify the Employer of the Policyholder (named in the Schedule of the Policy) whilst any Insured Vehicle in connection with which indemnity is granted under this Policy (other than an Insured Vehicle belonging to the Employer or hired to him under a Hire Purchase Agreement) is being used upon the business of the Employer provided that such indemnity shall not include liability for death or bodily injury sustained by any person arising out of and in the course of the employment of such person by the Employer.

Provided always that the Employer:

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

### M11 – Transport Allowance

We will pay You a daily transport allowance of S\$50 per day for the repair period recommended by Our appointed surveyor or loss adjuster up to a maximum of ten (10) days if the Insured Vehicle is damaged in an accident covered under Section I of this Policy and the repair period exceeds three (3) days as recommended by Our appointed surveyor or loss adjuster.

This cover is subject to the following conditions:

1. We will not pay any transport allowance for any accident repair not authorised by Our appointed surveyor or loss adjuster
2. We will not pay You any amount beyond the repair period recommended by Our appointed surveyor or loss adjuster even if the repairs take longer. If the Insured Vehicle is repaired sooner than expected, We will only pay You for the number of days it actually took to repair the Insured Vehicle
3. the daily transport allowance will not be paid if You are provided with a courtesy vehicle by the repairer while the Insured Vehicle is being repaired
4. the daily transport allowance will not be paid for any repair or replacement of windscreen and/or window(s) or a total loss or constructive total loss claim or when the repairs of the Insured Vehicle is delayed due to whatever reason(s)
5. the total amount payable by Us under this endorsement shall not exceed S\$1,000 during the Period of Insurance.

### M12 - No Claim Discount Protection

Your 50% No Claim Discount (NCD) entitlement in this Policy is protected on the next renewal of the Policy as follow:

No. of claims made or arisen during the <b>Period of Insurance</b>	<b>No Claim Discount (NCD)</b> on renewal of <b>Policy</b>
One (1)	50%
Two (2)	20%
Three or more (>3)	0%

The No Claim Discount (NCD) Protection shall not be applicable for any late notification or any failure in notification of an accident and/or occurrence by the Policyholder or Authorised Driver in accordance to Sub-Section 1 of Claims Conditions.

Please note that Your 50% No Claim Discount (NCD) that is maintained at 50% under Our No Claim Discount (NCD) Protection cover may not be transferable to another insurer.

### M13 – All Workshop Plan

It is hereby understood and agreed that the Policy indemnifies You for the accident repairs costs carried out

at Our chosen Approved Workshop or at any workshops of Your choice.

### M14 – Authorised Workshop Plan

It is hereby understood and agreed that the Policy indemnifies You for the accident repairs costs carried out at Our chosen Approved Workshop. We shall not be liable to indemnify You for the costs of any accident repairs to the Insured Vehicle other than Our chosen Approved Workshop.

### M15 – Third Party Fire and Theft

It is hereby understood and agreed that notwithstanding anything contrary contained in Section I of this Policy, We shall not be liable thereunder except in respect of loss or damage by fire and/or theft. It is further understood and agreed that Section III and IV of this Policy are deemed to be cancelled.

## POLICY OWNERS' PROTECTION SCHEME

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

## CARING FOR OUR CUSTOMERS

HL Assurance Pte. Ltd. will make every effort to provide a high level of service expected by all Our policyholders. If on any occasion Our service falls below the standard of Your expectation, the procedure below explains what You can do:

Your first point of contact should always be Your insurance agent or broker. Alternatively, You may submit Your feedback to the manager in charge of the matter You are raising.

We will acknowledge receipt of Your feedback within seven (7) working days whilst We look into the matter You have raised. We will contact You for further information if required within seven (7) working days and provide You with a full reply within fourteen (14) working days.

If the outcome of Your complaint is not handled to Your satisfaction, You can write to:

Chief Executive Officer  
HL Assurance Pte. Ltd.  
11 Keppel Road #11-01 ABI Plaza  
Singapore 089057

We will respond to Your appeal within fourteen (14) working days. If You are still dissatisfied with the CEO's response, We will refer You to a dispute resolution

organization, Financial Industry Disputes Resolution Centre Ltd (FIDReC) which is an independent organization. FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd  
36 Robinson Road #15-01  
City House  
Singapore 068877

Telephone : (65) 6327 8878  
Fax : (65) 6327 8488  
Email : [info@fidrec.com.sg](mailto:info@fidrec.com.sg)  
Website : [www.fidrec.com.sg](http://www.fidrec.com.sg)

Important – Please remember to quote Your Policy number / reference in Your communication.

**IMPORTANT - The Policyholder is requested to read this Policy.**  
**If any error or misdescription be found, the Policy should be returned to the issuing office for correction.**