



PRIVATE MOTOR CAR POLICY

IMPORTANT NOTICE

Please examine your Policy carefully and make sure the coverage is according to your requirement. Should you have any queries or find any error in the Policy, please contact our Company immediately.

SUMMARY OF TYPES OF INSURANCE COVER AVAILABLE

The insurance cover applicable shall depend on the type you purchased and as stated in the Policy Schedule attached. Please refer to the actual policy terms and conditions in the document attached for full detail.

Coverage Provided	Types of Cover			
	Comprehensive (AWS)	Comprehensive Essential	Third Party, Fire & Theft	Third Party Only
Your Car				
a) Accidental loss or damage by fire	✓	✓	✓	
b) Loss or damage by theft	✓	✓	✓	
c) Accidental loss or damage by other insured perils	✓	✓		
d) Accident repairs at distributor workshop / parallel importer tie in workshop if within original warranty / 100,000 km mileage	✓			
Waiver of Excess for first Own Damage Claims for named drivers (Refer to policy for details)	✓			
Accidental loss or damage to				
a) Accessories (Limit of SGD1,500)	✓	✓	✓ *	
b) Glass of windscreen or window (Unlimited)	✓	✓		
c) Glass of sunroof (Limit of SGD2,000)	✓			
Towing to repairers or place of safety following accident	✓	✓	✓ *	
Your legal liability				
a) Death or bodily injury to other people	✓	✓	✓	✓
b) Loss or damage to property of other people	✓	✓	✓	✓
c) Your legal costs and expenses	✓	✓	✓	✓
Other benefits				
a) Medical expenses	✓	✓		
b) Personal accident benefits (for you only)	✓	✓		
Policy excesses applicable for each and every accident				
a) Policy Excess (as per Policy Schedule)	✓	✓	✓	✓
Additional Excess for				
i) Unnamed Drivers (SGD500)				
ii) Young or Inexperienced Drivers (SGD3,500)				
b) Glass of windscreen or window (SGD100 per claim)	✓	✓		
c) Glass of sunroof (SGD200 per claim)	✓			
d) Solar film (SGD50 per claim)	✓			
Above excesses are applicable unless otherwise specified in Certificate of Insurance or Policy Schedule				

*Only if damaged by Fire / Theft

POLICY TERMS AND CONDITIONS

YOUR PRIVATE MOTOR CAR INSURANCE

This is your Private Motor Car Policy. Please read it carefully together with the Policy Schedule attached and the Certificate of Insurance to understand the policy terms and conditions and to ensure that the cover you require is being provided.

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

HOW YOUR INSURANCE OPERATES

Your Private Motor Car Policy is a contract between you and **Tokio Marine Insurance Singapore Ltd.**

The proposal form, declaration and any other information given by you form the basis of this contract.

In exchange for the premium you have paid or have agreed to pay, we will provide you with the insurance set out in this Policy during the Period of Insurance as stated in the Policy Schedule.

DEFINITIONS

Accessories	Shall mean all audio, video and other standard equipment fitted into the car by the manufacturer or distributor at the time your vehicle was originally bought. These standard fittings are covered under the policy and are subject to a maximum total limit of S\$1,500. Any subsequent addition, unless declared and endorsed under this Policy, will not be insured
Approved Workshops	Shall mean the list of workshops as indicated on the Certificate of Insurance.
Authorised Driver	Shall mean any person driving your car on your order or with your permission but only if the person has a valid license to drive in Singapore and is not under suspension or disqualification from driving.
Comprehensive Cover	Shall mean the type of cover as stated in your Policy Schedule if you have chosen the Comprehensive Approved Workshop Plan / Comprehensive Essential Plan / Comprehensive Other Workshop Plan.
Excess	Shall mean the amount shown in your Policy Schedule for which Named Drivers shall bear in respect of each and every accident. Authorised drivers not named in the schedule will have to pay an unnamed driver additional excess as shown in the policy.
Market Value	Shall mean the cost of replacing the motor car with a car of the same make and model similar in condition, specification, and age of the motor car immediately prior to the accident.
Named Driver	Shall mean drivers (including you) named in the schedule or Certificate of Insurance. If the Insured is a Company, any employee authorized to drive by the Company is deemed to be a Named Driver.
Policy	Shall mean this document, the Policy Schedule, Certificate of Insurance and any Endorsements.
We/us	Shall mean Tokio Marine Insurance Singapore Ltd.
You/your	Shall mean the person(s) named as the Insured in the Policy Schedule.
Your car	Shall mean the car(s) as stated in the Policy Schedule.

SECTION 1 - INSURANCE ON YOUR CAR

1. Types of Cover

The extent of insurance provided under this section depends on the type of cover you have taken up as specified in the attached Policy Schedule.

a) Comprehensive Cover

If you are insured under Comprehensive Cover and during the Period of Insurance, your car and its accessories and spare parts are

- i) accidentally damaged,
- ii) lost or stolen or;
- iii) accidentally damaged by the operation of the following perils:
 - a) fire, lightning, thunderbolt, explosion, collision
 - b) convulsion of nature, including flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm

Tokio Marine Insurance Singapore Ltd.

20 McCallum Street #09-01 Tokio Marine Centre Singapore 069046

T: (65) 6221 6111 F: (65) 6221 4355 / (65) 6224 0895 E: tmis@tokiomarine.com.sg W: www.tokiomarine.com

TMIS/MCI/0820

- c) self-ignition
- d) riot, strike and malicious damage,

we may at our option:

- i) repair or replace any part of the car or any accessory or spare part damaged, lost or stolen; or
- ii) pay in cash the amount of loss or damage sustained.

b) Third Party Fire and Theft Cover

If you are insured under Third Party, Fire and Theft cover and your car and its accessories and spare parts are accidentally damaged by fire or stolen during the Period of Insurance, we shall at our option:

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

2. Protection and Removal after Accident

If your car is disabled as a result of loss or damage covered under this section, we will pay the reasonable cost of protecting and removing your car to the nearest repairer up to the limit of SGD500. We reserve the right however to arrange for the damaged car to be repaired at another workshop.

3. Authority to Repair

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

- i) the estimated cost of the repair is not more than SGD500; and
- ii) you send us the detailed estimated cost as soon as possible.

4. Extended Cover for Glass of Windscreen, Window and Sunroof

If you are insured under Comprehensive Cover, we will pay for:

- a) breakage of glass of windscreen or window, provided there is no other damage to the Motor Vehicle.
- b) breakage of glass of sunroof, up to a maximum amount of SGD2,000 per claim, provided there is no other damage to the Motor Vehicle.
- c) damage to solar film or similar products as a result of replacing the windscreen or window, up to a maximum amount of SGD300 per claim.

Notwithstanding anything to the contrary herein contained in this Policy, Extensions 4(b) and 4(c) are only applicable for the Comprehensive Approved Workshop Plan and Comprehensive Other Workshop Plan. It is not applicable for the Comprehensive Essential Plan.

Provided always that:

- a) you shall notify us prior to any repair or replacement of the glass
- b) the repair or replacement of the glass must be carried out at our Approved Workshop even if:
 - i) the Motor Vehicle is under manufacturer's warranty.
 - ii) the Motor Vehicle is insured under the Comprehensive Other Workshop Plan.

If you choose not to use our Approved Workshop to repair or replace the glass, we shall only be liable up to a maximum of SGD500 less the applicable excess and GST.

Under this extension, you shall be liable for the following excesses and its GST:

- a) replacement of glass in windscreen or window is SGD100 per claim. You do not need to pay for the excess if the glass is repaired.
- b) replacement of glass in sunroof is SGD200 per claim. You do not need to pay for the excess if the glass is repaired.
- c) replacement of solar film is SGD50 per claim.

A claim under this extension shall not affect your No Claim Discount entitlement.

5. The Compensation

We pay no more than the value of the part of the car, the accessories or spare parts damaged or lost plus the reasonable costs of fitting such parts. The accessories and spare parts must be in the car at the time of damage, loss or theft. In the event of loss or damage to the car or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in Singapore, we can choose to pay in cash the amount of the loss or damage, our liability in respect of any such part shall be limited to

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in Singapore;
or
- (ii) if no such catalogue or price list exists, the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to Singapore and the amount of any relative import duty.
- (b) the reasonable cost of fitting such part.

In the case of total loss, the maximum amount we pay, whichever of the two is lower, is the market value of the car at the time of loss or damage, or the sum insured, if it is stated in the policy schedule. Your car is considered a total loss if at the time of loss or damage, the cost of repairs exceeds the market value less the salvage value of the car.

6. What is not insured

Your Policy does not insure you against:

- a) depreciation, wear and tear to your car;
- b) mechanical, electrical, electronic or software breakdown, failures or breakage to your car;
- c) damage to tyres unless other parts of the car are damaged in the same accident;
- d) loss of use of your car or any other consequential loss.
- e) any loss or damage to personal items in your vehicle

SECTION 2 - LIABILITY TO THIRD PARTIES

1. Indemnity to You

As a result of an accident occurring during the Period of Insurance and arising out of the use of your car, we will pay the amount which you become legally liable to pay to others in compensation for:

- a) death or bodily injury to any person; or
- b) loss of or damage to property

2. Legal Representation and Services

We may, at our choice:

- a) arrange for representation at any inquest or official enquiry;
- b) undertake the defence in any proceedings against you for any act or alleged offence relating to an event covered by this section of your Policy;
- c) arrange, at your request, and pay for legal services to defend you and your authorised driver against a charge of causing death by driving (but not a charge of murder) subject to a limit of SGD3,000.

3. Cost and Expenses

We will pay for any costs and expenses incurred with our prior written consent.

4. The Liability of Others

- a) We give the same cover against legal liability to:
 - i) any authorised driver driving your car for social, domestic and pleasure purposes and for your own business;
 - ii) any passengers getting into or out of, or travelling in your car (but not if they are driving it);
 - iii) your employer while you are driving a car covered by this Policy in respect of your employer's business.
- b) In the event of your death, this cover continues to apply to any member of your family, paid driver or other person driving your car if they had your permission to drive it in your lifetime.
- c) This extension of cover to others is given to them only if they:
 - i) comply with each condition of this Policy as far as it applies to them; and
 - ii) are not entitled to cover under any other insurance policy.

5. Legal Personal Representatives

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

6. The Compensation

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

- a) death or bodily injury - unlimited;
- b) loss of or damage to property - SGD5,000,000.

7. What is not insured

This section of your Policy does not insure you against claims for:

- a) death or bodily injury:
 - i) to a person (including you) driving your car;
 - ii) which you can claim for under Work Injury Compensation Act;
- b) loss or damage to property that:
 - i) belongs to, or is in the care, custody or control of or is held in trust by any person covered by this Policy or any member of his household;
 - ii) is being carried in your car.

SECTION 3 - MEDICAL BENEFIT - This Benefit is applicable only under Comprehensive Cover

If you, your authorised driver or any passenger in your car suffer(s) bodily injury from an accident that directly involves your car, we will pay the reasonable medical expenses incurred, subject to a maximum of SGD1,000 per person per accident.

SECTION 4 - PERSONAL ACCIDENT BENEFIT - This Benefit is applicable only under Comprehensive Cover

1. The Coverage

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

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

The bodily injury or death must occur within three (3) calendar months of the accident and be independent of any other cause (except associated medical or surgical treatment).

However, the death or bodily injury must not:

- a) arise directly or indirectly out of intentional self-injury, suicide or attempted suicide (whether felonious or not),
- b) arise directly or indirectly out of physical defect or infirmity.
- c) have happened while you were under the influence of intoxicating liquor or drugs.

You must also be between 18 and 65 years of age at the time of the injury.

2. The Compensation

The Compensation payable under any of the events stated in the **Scale of Benefits** during a Period of Insurance shall not exceed **SGD50,000** in the aggregate.

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

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

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

If the company did not nominate any individual for the Personal Accident Benefit, then we will pay the benefits to the authorised driver who is driving the car at the time of the accident.

Scale of Benefits

Physical loss or death by injury	Compensation
1. Death	SGD50,000
Total and permanent loss of all sight in:	
2. both eyes	SGD50,000
3. one eye	SGD25,000
Loss by physical severance at or above the wrist or ankle of:	
4. both hands	SGD50,000
5. one hand	SGD25,000
6. both feet	SGD50,000
7. one foot	SGD25,000
8. one hand and one foot	SGD50,000
Loss of sight together with hand or foot	
9. Total and permanent loss of sight in one eye together with the total loss by physical severance of one hand (at or above the wrist) or one foot (at or above the ankle)	SGD50,000
Maximum amount payable in a Period of Insurance	SGD50,000

LIMITATIONS AS TO USE

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

- a) for social, domestic and pleasure purposes;
- b) in a car pool or car sharing arrangement to carry passenger for payment but only if the passengers are contributing towards the running expenses of the car and only when in accordance to the Road Traffic Act (Cap 276) Road Traffic (Car Pools) (Exemption) Order 2015;
- c) in connection with your business as described in the Policy Schedule;
- d) in connection with its repairs and servicing.

This Policy does not cover use of your car for:

- a) hire or reward;
- b) racing, pace making, reliability trial or speed testing;
- c) any excluded purposes as stated in the Certificate of Insurance.

GEOGRAPHICAL AREA

Your Policy provides cover only when **your car is:**

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

LEGISLATION AND JURISDICTION

1. Governing Laws

This Policy is governed by the laws of Singapore and include, but not limited to, the following legislations:

- a) Motor Vehicle (Third Party Risks and Compensation) Act (Cap 189) - Republic of Singapore;
- b) Motor Vehicles (Third Party Risks and Compensation) Rules, 1960
- c) Road Transport Act 1987 of Malaysia
- d) Motor Vehicles (Third party Risks) Rules, 1959 (Malaysia);
- e) Road Traffic Act (Cap 276) - Republic of Singapore;
- f) and any subsequent revisions to the above legislations.

2. Avoidance of Certain Terms and Right of Recovery

You or your authorised driver will have to refund us any amount we have to pay under the following agreements:

- a) Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) - Republic of Singapore;
- b) the agreement between the Minister for Finance (Singapore) and the Motor Insurers' Bureau of Singapore dated 22 February 1975;
- c) the agreement between the Minister for Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968;
- d) and any later changes to the above agreements,

This applies if we are not legally responsible under this policy.

3. Courts of Competent Jurisdiction

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

4. Transfer of Interest

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

5. No Claim Discount Declaration

Upon notification by us you shall promptly pay any difference in the premium arising from the No Claim Discount declared by you and the No Claim Discount properly applicable. If you do not make payment on the expiry of the notice, the Policy shall cease to be in force.

GENERAL EXCLUSIONS (Applicable to the whole Policy)

1. You are not insured if your car is being:
 - a) driven by a person who is not an authorised driver;
 - b) driven by a person who does not have a driver's licence when required by law to have one;
 - c) driven by any person under the influence of intoxicating liquor or drugs or medication;
 - d) driven or used when it is not registered under, or not compliant with the Road Traffic Act, or when its registration under the Road Traffic Act has been cancelled;
 - e) driven by You when you have declared yourself as a non-driving insured. A non-driving insured is not an authorised driver;

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. We will not be liable for any accident, loss, damage, death, injury, or legal liability arising directly or indirectly out of:
 - a) any change in the nature of the risk which we have not agreed in writing to cover;
 - b) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or popular uprising, usurped power, or martial law;
 - c) actual or attempted confiscation, seizure or detention by any lawful authority;
 - d) radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission;
 - e) nuclear weapons material.
 - f) usage of the vehicle at the airside of any airport or aerodrome.

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

3. We will not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Any 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.

We will also not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

4. You are not insured if you have taken on a liability by agreement but which would not have been imposed if the agreement had not been made.
5. Any person or entity who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Party) Act to enforce any of its terms.
6. All the applicable excess stated in the Policy and the applicable Goods and Service Tax (GST); we reserve the right to collect all applicable excess on demand any time a claim is made to the policy. In the event you do not pay the excess within fourteen (14) days of our written demand, we reserve the right to repudiate our liability to pay under this policy. If the claim is settled below the excess and we have collected the applicable excess from you, we will refund to you the difference.

GENERAL CONDITIONS (Applicable to the whole Policy)

1. Interpretation

The Policy, Policy Schedule, and Certificate of Insurance should be read together as one contract. Any word or expression which has a specific meaning has the same meaning whenever that word or expression is used in the Policy, Policy Schedule, Certificate of Insurance or Endorsement.

2. Duty of Disclosure

The law requires you to tell us everything you know (or could reasonably be expected to know) that is relevant to our decision to give you insurance and on what terms. You must tell us these things before we cover you and every time you renew a Policy. You must inform us immediately if any of the information you have given us changes. If you do not give us all the relevant information or if you mislead us, we may:

- a) Refuse a claim; and/or
- b) cancel the Policy.

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

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

3. Written Notice

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

4. What You Must Do

You must:

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

5. Deliberate actions or failure to act

We will not pay for any accident, loss, damage, injury or liability if the claim is:

- a) in any way fraudulent;
- b) deliberately exaggerated;
- c) supported by false declarations or documents;
- d) caused by your willful/deliberate act or omission.

6. Canceling the Policy

a) When you cancel

You may cancel this Policy at any time by giving us seven (7) days' notice in writing. We will work out the refund of premium as follows:

$$\text{Standard Premium Refund} = \frac{80\% \times \text{Premium} \times \text{Unexpired Period of Insurance (days)}}{\text{Original Period of Insurance* (days)}}$$

However, we do not refund any premium if it is less than SGD25. If you cancel this Policy before inception of the Policy, you shall be entitled to a return of premium subject to an administrative charge of SGD25.

b) When we cancel

We may cancel this Policy at any time by giving you seven (7) day's notice in writing by registered post to the last known address. We will work out the refund of premium as follows:

$$\text{Enhanced Premium Refund} = \frac{\text{Premium} \times \text{Unexpired Period of Insurance (days)}}{\text{Original Period of Insurance* (days)}}$$

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

c) **Certificate of Insurance**

When the policy is cancelled, you shall delete and/or destroy all copies of the certificate of insurance in your possession. You shall not represent or hold yourself out as being covered by the policy as of the date of cancellation of the insurance policy.

d) **Legal Owners**

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

e) **Premium refund**

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

- i) you have reported an accident
- ii) we have paid a claim;
- iii) you have an outstanding liability;

7. **Interest of Other Persons**

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

If any one 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.

8. **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 Policy or Certificate of Insurance, and you pay or agree to pay any additional premium that we require.

9. **Mediation / Arbitration / Legal Action**

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

10. **Rejection / Forfeiture of your claim**

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

11. **Authorised Drivers**

The extension of this policy to Authorised Drivers is only applicable to them if they comply with each term and condition of this policy as far as it applies to them and if they are not entitled to cover under any other insurance policy.

12. **Sanction Limitation and Exclusion Clause**

We shall not be deemed to provide cover, or shall be liable to pay 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, United Kingdom or United States of America, provided that this does not violate any regulation or specific national law applicable to the us.

13. **COMPLAINTS PROCEDURE**

At Tokio Marine Insurance Singapore Ltd., we strive to keep our customers happy. If you are dissatisfied with your dealings with us, please tell us. Our objective is to resolve any disagreement as amicably and as quickly as possible. You can call us on 6221 6111.

If you are not satisfied with our response, you can write or email to us with the details of your issue and contacts. Our contact details are:

Address : Tokio Marine Insurance Singapore Ltd.
 20 McCallum Street, #09-01 Tokio Marine Centre, Singapore 069046
 Fax : 6224 0895
 Email : feedback@tokiomarine.com.sg
 Website : www.tokiomarine.com.sg

You will receive our receipt of acknowledgement within 3 working days. If we need additional information to review the issue, we will contact you with our request within 7 working days from the date of your written notification. A senior officer of ours will review and attempt to resolve the issue of your concern as soon as possible. We will write to you no later than 14 working days from the last communication advising you on the outcome of the review and reasons for the decision. If we are unable to do so, we will contact you and update you on the progress. We do not consider an issue resolved until a proposed resolution or solution has been communicated to and accepted by you.

If you are not satisfied with our decision, you can appeal to our Principal Officer. Our Principal Officer will respond to you within 14 working days of receiving your appeal.

If you are still not satisfied with the response from our Principal Officer, you can further appeal to the Financial Industry Disputes Resolution Centre Ltd (FIDREC), an external and independent dispute resolution organisation whose decision will be binding on us. The contact details are:

Address : The Financial Industry Disputes Resolution Centre Ltd (FIDREC)
 112 Robinson Road, #13-03 HB Robinson, Singapore 068902
 Fax : 6327 8878
 Email : info@fidrec.com.sg
 Website : www.fidrec.com.sg

NO CLAIM DISCOUNT CONDITION

1. Discount on Premium

If no claim has been made on this Policy, you will be entitled to a discount on your renewal premium as follows:

No Claims For:	No Claim Discount
One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five or more consecutive years	50%

2. Reduction in No Claim Discount

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

Current No Claim Discount	No Claim Discount reduced to	
	if 1 claim is made	if 2 or more claims are made
50%	20%	0%
40%	10%	0%
10 to 30%	0%	0%

If more than one car is shown as insured in the Policy Schedule and a claim has been made for one of them, then your current No Claim Discount is reduced only for that car. The No Claim Discount for the other car(s) is(are) not affected.

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

CLAIMS CONDITIONS

1. What You Must Do

If an event happens that might lead to a claim being made against us, you must:

- a) do everything you can to limit and prevent further loss, damage or injury;
- b) report the accident to us through our Reporting Centres or our Approved Workshops and send your car to our Approved Workshop for inspection within 24 hours of the accident or by the next working day thereof (**regardless of whether claiming under own policy and whether your vehicle has suffered any visible damage**);
- c) decide, advise us and submit all claim documents within fourteen (14) calendar days, from the occurrence of the accident, if you are claiming against this Policy; the Policy cannot be called upon to pay after you have decided not to make a claim against the Policy or if you fail to advise us after the afore-mentioned fourteen calendar days period.
- d) Immediately notify or forward to us every letter, claim, writ, summons and process you received;
- e) notify 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;
- f) provide us any information and help we may need in handling the claim. This may include attending court to give evidence;
- g) immediately inform us and the police in case of theft or other criminal act which may give rise to a claim under this Policy and co-operate with us in securing the conviction of the offender;
- h) allow us to examine and inspect the damage before repairing your car. We shall have this right whether or not you are entitled or intend to claim an indemnity under this Policy for the damage to your car.

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

No Claim Discount

Current	Upon Renewal (Not 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 clause the following terms have the following meanings assigned to them:

*Accident NCD - Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.

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

2. What You Must Not Do

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

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

3. What We May Do

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

- a) adjust your claim before repairing your car, if the repair costs is more than SGD500;
- b) take over and conduct in your name the defence or settlement of any claim made against you. We have the full right to decide on how the defence is conducted or a claim is settled;
- c) represent you at any inquest or official inquiry.

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

We are not obliged to continue to conduct the defence or settlement of a claim made against you by another person for damage to his property under Section 2, once we have paid up to SGD5,000,000.

4. 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 have cover under any other insurance Policy.

5. Payment to Legal Owners

If your car is owned by someone else (for example, under a hire purchase or leasing agreement or an employer's loan) and the legal owner is named in the Policy, we may settle the claim, for loss of or damage to your car (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.

PREMIUM WARRANTY

Payment Before Cover Warranty - Applicable to Policy issued to an individual

The total premium due must be paid and actually received in full by us or the intermediary through whom this Policy was effected ("the Intermediary") on or before the inception date of coverage under the Policy, Certificate of Insurance, Cover Note and/or Endorsement .

In the event that the total premium due is not paid and actually received in full by us or the Intermediary on or before the inception date referred to above, then the Policy, Certificate of Insurance, Cover Note and/or Endorsement shall be deemed to be cancelled immediately, and no benefits whatsoever shall be payable by us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Certificate of Insurance, Cover Note and/or Endorsement.

Premium Payment Warranty - Applicable to Policy issued to a business or commercial establishment

1. If the Period of Insurance is 60 days or more:
 - a) the premium due must be paid and actually received in full by us or the intermediary through whom this Policy was effected ("the Intermediary") within 60 days of the inception date of the coverage under the Policy, Certificate of Insurance, Cover Note and/or Endorsement.
 - b) If the premium due is not paid and received in full by us or the Intermediary within the 60-day period specified above:
 - i) the coverage under the Policy, Certificate of Insurance, Cover Note and/or Endorsement shall be deemed to be automatically cancelled upon the expiry of the 60-day period;
 - ii) the deemed cancellation of the cover shall not affect any claim by you for loss suffered within the 60-day period; and
 - iii) you shall still be liable to pay to us time on risk premium computed on pro-rata basis, subject to a minimum of SGD25.00
2. If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by us or the Intermediary within the Period of Insurance.

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 us or visit the GIA/SDIC websites (www.gia.org.sg or www.sdic.org.sg)."

ENDORSEMENTS / CLAUSES

The following Endorsements / Clauses shall apply to this Policy only when specifically mentioned in the Policy Schedule and are subject otherwise to the terms, exclusions and conditions of this Policy.

➤ **Approved Workshop Plan Cover**

If you are covered under the Comprehensive Approved Workshop Plan, all accident repairs must be carried out at:

- a) our Approved Workshops or
- b) the Manufacturer's Appointed Workshops only if your Motor Car is still under the Manufacturer's original Warranty, subject to a maximum of three (3) years. Provided always that this does not extend to include any Extended Warranty schemes or other warranty schemes
- c) Parallel-import Dealer's Workshops only if your Motor Car is still under their standard New Vehicle Warranty, subject to a maximum of three (3) years or 100,000 km usage distance. Provided always that this does not extend to include any Extended Warranty schemes or other warranty schemes

Notwithstanding anything to the contrary herein contained in this Policy, if you are covered under the Comprehensive Essential Plan, all accident repairs must be carried out at (a) Our Approved Workshops only.

➤ **Excess - All Claims**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I and II of this Policy that you in respect of each and every event shall be responsible for the amount specified in the Policy Schedule under the heading "Excess Applicable" (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder. The said expenditure shall include any payments in respect of claims costs and expenses and/or expenditure incurred by Us in the exercise of its discretion under Claims Condition No. 5 of this Policy.

In addition to the amount of excess stated in the Policy Schedule, you shall be responsible for a further excess of SGD500 for Unnamed Driver(s) when at the time of an accident, the Motor Vehicle is driven by or in the charge of any person other than the Named drivers stated in the Policy Schedule. This is only applicable for Unnamed Driver(s) who are above twenty six (26) years of age or has two (2) years or more driving experience in Singapore.

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

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

➤ **Excess - Own Damage Claims**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy that you in respect of each and every event shall be responsible for the amount specified in the Policy Schedule under the heading "Excess Applicable" (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder. The said expenditure shall include any payments in respect of claims costs and expenses and/or expenditure by Us in the exercise of its discretion under Claims Condition No. 5 of this Policy.

In addition to the amount of excess stated in the Policy Schedule, you shall be responsible for a further excess of SGD500 for Unnamed Driver(s) when at the time of an accident, the Motor Vehicle is driven by or in the charge of any person other than the Named drivers stated in the Policy Schedule. This is only applicable for Unnamed Driver(s) who are above twenty six (26) years of age or has two (2) years or more driving experience in Singapore.

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

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

➤ **Additional Excess : Excess Own Damage Claims for Young or Inexperienced Drivers**

Notwithstanding anything to the contrary herein contained in Section I of this Policy, it is hereby understood and agreed that you in respect of each and every event shall in addition to the amount of excess stated in the Policy Schedule, be responsible for an additional excess of SGD3,500 applicable to own damage claims when at the time of an accident the Motor Vehicle is driven by:

- (a) Unnamed drivers who are under twenty six (26) years of age or has less than two (2) years relevant driving experience in Singapore or;
- (b) Named drivers who are under twenty six (26) years of age or has less than two (2) years relevant driving experience in Singapore, **if or whereby the vehicle is registered under a Company's name**

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

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

➤ **Waiver of Excess (Comprehensive Approved Workshop Plan / Comprehensive Other Workshop Plan)**

If you are covered under the Comprehensive Approved Workshop Plan or Comprehensive Other Workshop Plan cover and your vehicle is not older than 10 years from the its first date of Registration in Singapore, the Policy original excess will be waived for the first claim in the Policy year if you enjoy 40% NCD and above and if the vehicle is driven by you or a Named Driver at the time of the accident provided the accident repairs are carried out at one of our authorised workshops. The waiver of excess is applicable to the original excess and not to the additional or buy up excess.

Notwithstanding anything to the contrary herein contained in this Policy, this extension is not applicable if you are covered under the Comprehensive Essential Plan.

➤ **NCD Protector Extension**

In consideration of an additional premium payable and notwithstanding anything to the contrary contain in the Policy, your No Claim Discount will not be reduced in event of one claim made during the Period of Insurance. Where two or more claims are reported within the Period of Insurance, the No Claim Discount shall be reduced accordingly as per No Claim Discount Clause in the Policy. It is hereby noted that this protected No Claim Discount Entitlement is not transferable.

➤ **Non Cancellation Notice**

We undertake to obtain the Bank or Finance Company consent prior to their cancellation of the Policy if instruction has been received for the cancellation of the Policy and also advise immediately of any other material changes which are proposed to be in the terms of the insurance.

➤ **Fleet Rated Risks - Cancellation of No Claim Discount**

The No Claim Discount Clause in this Policy is cancelled.

➤ **Cover Whilst Driven by a Motor Trader**

We will cover you when your car is in the custody or control of a member of the Motor Trade for overhauling, upkeep or repairs.

➤ **Loss of Use**

Your purchase of the Loss of Use benefit entitles you to a compensation at the rate of \$40 per day for loss of use of your car during its repair period, for repairs necessitated by damage which is payable under this Policy. The maximum number of days payable under this endorsement is stated in the Policy Schedule.

The conditions for this benefit are as follow:

1. we pay you from the day on which an estimate for such repair is approved by us.
2. we will not pay beyond the repair period certified by our authorized surveyor.
3. in the event your car is repaired sooner than certified by our authorized surveyor, we will only pay you for the actual number of days it takes to repair your car.

In the event your car suffers a total loss which is covered under this Policy, we will pay you up to the maximum number of days stated in the Policy Schedule or up to the date we pay your claim whichever happens first.

In the event your car is stolen, we will pay you the maximum number of days stated in the Policy Schedule or up to the date your car is found and returned to you whichever happens first.

➤ **Accidents to Unnamed Passengers (other than the Insured and his paid driver or attendant)**

We will pay compensation for death or bodily injury on the Scale of Compensation suffered by a passenger as a result of an accident involving your car when travelling in or getting into or out of your car, but only if:

- a) death or bodily injury is caused by violent, accidental, external and visible means and be independent of any other use (except associated medical or surgical treatment);
- b) death or bodily injury occurs within 3 calendar months of the accident;
- c) death or bodily injury does not arise directly or indirectly out of intentional self injury, suicide or attempted suicide (whether felonious or not), physical defect or infirmity;
- d) the accident must not have happened while the driver is under the influence of intoxicating liquor or drugs; and
- e) the passenger must be between 16 and 65 years of age at the time of the injury.

A passenger is any person other than you, your paid driver, or attendant or employee coming within the scope of the Work Injury Compensation Act and is working for you at the time of injury.

		Scale of Compensation
1.	Death	SGD10,000
2.	Total and permanent loss of sight in both eyes	SGD10,000
3.	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	SGD10,000
4.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and permanent loss of sight in one eye	SGD10,000
5.	Total and permanent loss of sight in one eye	SGD5,000
6.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	SGD5,000
7.	Total disablement from engaging in or giving any attention to such person's Occupation	SGD50 per week for a period not exceeding 26 consecutive weeks

If more than one of the items (1) to (7) above are suffered in the same accident, we pay for the item that gives the highest benefit. The maximum amount we pay in total during a Period of Insurance shall not exceed the sum obtained by multiplying the death benefit by the seating capacity of your car. We will pay the compensation only with your approval and will pay directly to the injured passenger or his legal personal representative whose receipt of this payment shall be a full and final discharge to us for such compensation.

If at the time of the accident, the number of persons in your car is more than the number of persons allowed to be seated in your car as stated in the Policy Schedule, we will only pay a pro-rated proportion of the compensation payable.

➤ **Hire Purchase**

Your car is the subject of a hire purchase agreement or a leasing agreement with the person or company named in the Policy Schedule as the Financial Interest and if a claim is made by you for loss of or damage to your car and if we decide to pay in cash the amount of the loss or damage we will make payment directly to the Financial Interest. Once we pay the money to him, we have no further liability to you or him for such loss or damage.

Our entering the Financial Interest's name on your policy or paying any claim to him does not make you an agent or trustee for him or assign your rights and interests to him.

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

➤ **Leasing Agreement**

The Financial Interest (as stated in the Policy Schedule) is the owner of your car and it is the subject of a Leasing Agreement between the Financial Interest and you. If we are liable to make any payment for loss or damage to your Motor Car (which is not made good by repair, reinstatement or replacement) under Section 1 of this Policy, we will pay to the Financial Interest directly, as long as they remain the owners of your Motor Car. The receipt of the Financial Interest of this payment shall be full and final discharge to us for such loss or damage.

Regardless of any terms in the Leasing Agreement, this Policy is issued to you as the principal party. This Endorsement does not make you an agent or trustee for the Financial Interest. It is not an assignment (whether legal or equitable) of your rights, benefits and claims under this Policy to the Financial Interest.

Furthermore, this Endorsement does not create or vest any right in the Financial Interest to sue us in any capacity for any alleged breach of our obligations under this Policy.