



Liberty  
P r i v i l e g e

PRIVILEGE MOTOR POLICY



**Liberty**  
**Insurance**<sup>™</sup>

Member of Liberty Mutual Group

## PRIVILEGE MOTOR POLICY

### WHAT YOUR POLICY COVERS:

The following table provides a summary of the various coverages under the Policy. The coverage will vary depending on the type of cover chosen. You will need to refer to the Terms and Conditions of the Policy for the exact details of the coverages.

Scope of Cover	Type of Cover	Comprehensive	Third Party, Fire & Theft	Third Party
<b>Your car, accessories &amp; spare parts:</b>				
a)	Accidental loss or damage by fire	✓	✓	
b)	Loss or damage by theft	✓	✓	
c)	Accidental loss or damage by other insured causes	✓		
d)	Accidental loss or damage to windscreen	✓		
<b>Your legal liability:</b>				
a)	Death or bodily injury to third party	✓	✓	✓
b)	Loss or damage to third party property	✓	✓	✓
c)	Your legal costs and expenses	✓	✓	✓
<b>Special benefits for Privilege Motor Policyholder:</b>				
a)	Privilege Motor Policy Welcome package	✓	✓	✓
b)	Dedicated hotline for enquires and claims reporting	✓	✓	✓
c)	Unlimited access to free Roadside Assistance	✓	✓	✓
d)	Complimentary Car Polish (mobile service)	✓		
e)	Complimentary Limousine Service (in event that you are unable to drive your car home)	✓		
f)	Loss of Use (Free use of 2-litre rental vehicle up to 5 days if your car is laid up for accident repairs)	✓		
g)	Access to Mobile Accident Response Service (MARS)	✓	✓	✓
h)	Loss of personal effects in the car following break-in (up to S\$500)	✓		
<b>Other benefits:</b>				
a)	Towing to repairer or place of safety following accident or breakdown (up to S\$300)	✓	✓	✓
b)	Personal accident benefit for you (up to S\$50,000)	✓		
c)	Medical expenses for you and your passengers (up to S\$1,000 per person)	✓		
d)	Legal aid for defending third party bodily injury claims (up to S\$3,000)	✓	✓	✓

**Please read your Policy carefully to ensure that it meets your requirements and has been prepared correctly. If any error is found, please return it immediately to the Company for correction.**

**If you have any queries after reading your Policy, please contact your insurance adviser or Liberty Insurance.**

# PRIVILEGE MOTOR POLICY

## TERMS AND CONDITIONS

The Privilege Motor Policy is a contract between you (also referred to as the "Insured") and Liberty Insurance Pte Ltd (hereinafter called the "Company"). The proposal submitted to the Company, any declarations made by you, the Schedule, the Certificate of Insurance and any Endorsements issued by the Company shall form part of this Policy.

In consideration of having received and accepted your full payment of premium, we will provide the cover shown in the Policy to the extent of the type of cover chosen by you, as which is specified in the Schedule.

The due observance and fulfillment 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 proposal shall be conditions precedent to any liability of the Company.

## SCOPE OF COVER

### SECTION I - INSURANCE ON THE MOTOR VEHICLE

#### 1. Loss or Damage

The Company will indemnify you against accidental loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon arising anywhere within the Geographical Area caused by:

- a) collision or overturning
- b) fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft
- c) malicious act
- d) flood, typhoon, hurricane, tornado, volcanic eruption, earthquake or other convulsion of nature

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

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value of the Motor Vehicle at the time of the loss or damage but not exceeding your Estimate of Market Value stated in the Schedule.

#### 2. Replacement Parts

In the event of loss of or damage to the Motor Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor Vehicle is held for repair or
- (ii) if no such catalogue or price list exists the price last obtained at the Manufacturer's Work plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of any relative import duty
- (b) the reasonable cost of fitting such part

#### 3. Protection and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to a limit of S\$300 bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

#### 4. Authority to Repair

You may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- (a) the estimated cost of such repair does not exceed the Authorised Repair Limit of S\$300.
- (b) a detailed estimate of the cost is forwarded to the Company without delay.

## PRIVILEGE MOTOR POLICY

### 5. Hire Purchase Agreement

If to the knowledge of the Company the Motor Vehicle is the subject of a Hire Purchase Agreement any payment in cash including payment in-lieu-of-repair shall be made to the Hire Purchase Owner(s) described in the Schedule of the Policy whose receipt shall be full and final discharge to the Company in respect of such loss or damage whilst nothing herein shall be construed as constituting you an agent or trustee for the Owners or as an assignment (whether legal or equitable) by you to the Owners of his rights benefits and claims under this Policy, it being understood and agreed that you shall not assign your rights benefits and claims under this Policy without the prior consent in writing of the Company.

### 6. Exclusions under SECTION I

The Company shall not be liable to pay for:

- (a) loss of use or any other consequential loss;
- (b) depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
- (c) damage to tyres unless damage is caused to other parts of the Motor Vehicle simultaneously in the same accident;
- (d) loss or damage to the Motor Vehicle whilst in transit (including loading and unloading incidental to such transit) except where such transit is by direct sea route across the straits between Penang and West Malaysia or between Changi Point, Singapore and Tanjong Berlungkor, Johor.

## SECTION II - LIABILITY TO THIRD PARTIES

### 1. Indemnity to you, the Insured

The Company will indemnify you against all sums including claimant's costs and expenses which you shall become legally liable to pay in respect of:

- (a) death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event.
- (b) damage to property subject to a limit of S\$5 million in respect of any one claim or series of claims arising out of one event. where such death or bodily injury or damage arises out of an accident caused by or arising out of
  - (i) the use of the Motor Vehicle.
  - (ii) you driving any private motor car other than those hired (under a hire purchase agreement or otherwise) to him or his employer or his partner.

### 2. Indemnity to Authorised Drivers

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

- (a) death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event
- (b) damage to property subject to a limit of S\$5 million in respect of any one claim or series of claims arising out of 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 Motor Vehicle  
Provided that such Authorised Driver
  - (i) is not entitled to indemnity under any other policy
  - (ii) shall as though he were you observe, fulfil and be subject to the Terms and Conditions of this Policy insofar as they can apply

### 3. Indemnity to Personal Representatives

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

### 4. Expenses

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

## PRIVILEGE MOTOR POLICY

### 5. Representation and Defence

The Company may at its own option:

- (a) arrange for representation at any inquest or inquiry the subject-matter of which may give rise to indemnity under this Section.
- (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
- (c) arrange at your request and pay subject to a limit of S\$3,000 for legal services for defence of any charge of causing death by driving the Motor Vehicle other than murder which may be brought against you or any other person, who is driving on your order or with your permission in respect of any death which may be the subject of indemnity under this Section.

### 6. Exclusions under SECTION II

The Company shall not be liable:

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

## SECTION III - MEDICAL EXPENSES

The Company will subject to a limit of S\$1,000 in respect of each person injured pay to you the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by you or Authorised Driver or any passenger of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

## SECTION IV - PERSONAL ACCIDENT BENEFITS

The Company undertakes to pay compensation to you or your personal representative on the scale provided below for bodily injury sustained by you

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

		Scale of Compensation
1	Death	S\$50,000
2	Total and irrecoverable loss of all sight in both eyes	S\$50,000
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	S\$50,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$50,000
5	Total and irrecoverable loss of all sight in one eye	S\$25,000
6	Total loss by physical severance at or above the wrist or ankle hand or one foot	S\$25,000

Payment shall only be made under one of the sub-sections (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of S\$50,000 during any one period of insurance.

PROVIDED ALWAYS that:

- (a) you are not less than 16 or more than 65 years of age at the time of such injury
- (b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity or (2) an accident happening whilst you are under the influence of intoxicating liquor or drugs
- (c) in the event of you being the holder of any Policy or Policies with the Company in respect of any other motor car or motor cars compensation shall be recoverable under one Policy only.

## PRIVILEGE MOTOR POLICY

### NO CLAIM DISCOUNT

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

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

- (a) If at the time of a claim the No Claim Discount is 40% or 50% the No Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy.
- (b) If the No Claim Discount is 30% or less then the whole No Claim Discount is rescinded.
- (c) If more than one claim is made during any one period of insurance the entire No Claim Discount is rescinded irrespective of the percentage earned.
- (d) If more than one motor vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.
- (e) If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferer shall not accrue to the benefit of the Transferee.
- (f) The No Claim Discount is not affected by any notification or information which you are obliged to provide to the Company unless it is in relation to a claim made on the Company.

### JURISDICTION CLAUSE

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

### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

### GEOGRAPHICAL AREA

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

### LEGISLATION

Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189)  
Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960  
Road Transport Act, 1987 (Malaysia)  
Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia)

### AUTHORISED DRIVER & LIMITATIONS AS TO USE

As described in the Certificate of Insurance

## PRIVILEGE MOTOR POLICY

### GENERAL EXCLUSIONS

The Company shall not be liable in respect of

1. any accident loss, damage or liability caused, sustained or incurred
  - (a) outside the Geographical Area
  - (b) whilst any motor 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 you in the charge of any person other than an Authorised Driver
    - (iii) being driven by you or by any person on the order of or with your permission whilst under the influence of intoxicating liquor or drugs  
Any conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act (Chapter 276) and/or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (b) (iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy
    - (iv) being used or driven when it is not registered under the Road Traffic Act or when its registration under the Road Traffic Act has been cancelled

Reference to a provision of an Act of Parliament shall be deemed to include any amendment thereof or any corresponding provision in an Act passed in substitution.

2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
  - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
  - (b) strike riot civil commotion
  - (c) detention seizure confiscation or any attempt threat
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. (a) any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) any liability of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
5. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. any accident loss damage or liability caused sustained or incurred whilst the vehicle is being used Airside at any airport or aerodrome. The term "used Airside" shall mean the manoeuvring areas and aprons of the airport and service roads which are directly associated therewith.

If a law or laws are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or under the heading of "Legislation" all references to specific sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

### WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense 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;

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

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

## PRIVILEGE MOTOR POLICY

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 (1) and/or (2) above.

If the Company 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.

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

### IT CLARIFICATION CLAUSE

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (1) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (2) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### NUCLEAR ENERGY EXCLUSION CLAUSE

This Policy shall exclude nuclear energy risks.

For all purposes of this Policy nuclear energy risks shall mean:

- (1) All Property on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (2) All Property on any site (including but not limited to the sites referred to in (1) above used or having been used for:
  - (a) the generation of nuclear energy or
  - (b) the production, use or storage of Nuclear Material.
- (3) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (4) The supply of goods and services to any of the sites, described in (1) to (3) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under noted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (1) to (3) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (1) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance whatsoever in respect of:
  - (a) Nuclear Material;
  - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the under noted perils:
  - fire, lightning, explosion;
  - earthquake;
  - aircraft and other aerial devices or articles dropped there from;
  - irradiation and radioactive contamination;
  - any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

## PRIVILEGE MOTOR POLICY

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

“Nuclear Material” means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacturing, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

## RADIOACTIVE EXCLUSION

Any loss, damage, cost or expense 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:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

## ASBESTOS EXCLUSION

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or contributed to or aggravated by asbestos in whatever form or quantity.

## SEEPAGE POLLUTION & CONTAMINATION CLAUSE (NMA 1685) SUDDEN AND ACCIDENTAL

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is hereby noted and agreed that this Policy does not cover liability in respect of:

- 1) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening.

## PRIVILEGE MOTOR POLICY

- 2) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended or unexpected happening
- 3) fines, penalties, punitive or exemplary damages

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

### CONDITIONS

#### 1. 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.

#### 2. Written Notice

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

#### 3. Care of Motor Vehicle

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

#### 4. Notification of Accidents

- a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, you shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
- b) In case of theft or other criminal act which may give rise to a claim under this policy you shall give immediate notice of the occurrence to the Company and the Police and co-operate with the Company in securing the conviction of the offender.
- c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company 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 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 (NCD) 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.

Current NCD	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 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.

# PRIVILEGE MOTOR POLICY

## 5. Claims Procedure

a) No admission offer promise or payment shall be made by you or on your behalf or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to:

- (i) take over and conduct in your name or such person the defence or settlement of any claim;
- (ii) prosecute in your name or such person for its own benefit any claim for indemnity or damages or otherwise; and/or conduct and settle proceedings as it sees fit.

You accept that the Company has these rights and that to evaluate and exercise these rights; you and any person claiming to be indemnified must assist the Company by:

- (i) providing all such information and assistance as the Company may require;
- (ii) allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not you are entitled or intend to claim an indemnity under this Policy for the damage to the Motor Vehicle insured.

b) In case damage to the Motor Vehicle insured is indemnifiable by this Policy you shall decide whether or not to claim for it and if so shall submit such a claim to the Company within fourteen days of occurrence or discovery of damage. The cost of repair is subject to adjustment by the Company before any repair may commence if it exceeds S\$300 in total.

## 6. Cancellation

The Company may cancel this Policy by giving seven days' notice by registered letter to you at your last known address and will return to you the premium paid less the pro-rata portion thereof for the period the Policy has been in force which amount you have become liable to pay or you may cancel this Policy by giving seven days' notice to the Company and shall be entitled to a return of the premium paid less the premium computed at the Company's Short Period Rates for the period the Policy has been in force which amount you have become liable to pay. Provided always that in each event no claim has arisen prior to the cancellation and you shall provide the appropriate documents requested and pay the premium due promptly.

Company's Short Period Rates

Period of Insurance	Short Period Premium Charged as Percentage (%) of the Annual Premium
Not exceeding 1 week	12.5%
Not exceeding 1 month	25%
Not exceeding 2 months	37.5%
Not exceeding 3 months	50%
Not exceeding 4 months	62.5%
Not exceeding 6 months	75%
Not exceeding 8 months	87.5%
Exceeding 8 months	Full annual premium

## 7. Other Insurance

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

## 8. Arbitration

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

### **9. Conditions Precedent to The Company's Liability**

The due observance and fulfillment of the Terms and Conditions 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 proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

The validity of this Policy is subject to the condition precedent that:

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

### **10. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

It is hereby noted and agreed that a person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

### **11. PAYMENT BEFORE COVER WARRANTY**

Notwithstanding anything to the contrary as stated in the Policy, it is hereby declared and agreed that:

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefit whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

## PRIVILEGE MOTOR POLICY

### ENDORSEMENTS

Each of the following endorsement is operative only when the endorsement number is showed in the Schedule.

#### V0001 : GENERAL EXCESS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, that you in respect of each and every event shall be responsible for the amount specified in the Schedule under the heading "Excess" (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 the Company in the exercise of its discretion under Condition 5 of this Policy. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by you to the Company forthwith. For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

#### V0003 : THIRD PARTY ONLY

It is hereby understood and agreed that Section I (and its Exceptions) of this Policy is cancelled if this Endorsement is attached to a Policy and being so effected Sections III and IV of the Policy shall also be cancelled. It is further understood and agreed that the printed wording of Condition 3 of the Policy is also cancelled and is replaced by the following new Condition:

3. "You shall take all reasonable steps to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or to any driver."

#### V0004 : THIRD PARTY FIRE & THEFT

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire, external explosion, self-ignition, lightning or burglary, housebreaking or theft. If this endorsement is attached to a Policy and being so effected Sections III and IV of the Policy shall be cancelled.

#### V0010 : STRIKE RIOT AND CIVIL COMMOTION

It is hereby understood and agreed that the words "strike riot civil commotion" in General Exception 2 of this Policy shall not apply to any accident loss damage or liability directly caused by:

(1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.

(2) the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

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

(a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war

(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences. In the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

## PRIVILEGE MOTOR POLICY

### **V0012 : LEGAL LIABILITY OF PASSENGERS FOR ACTS OF NEGLIGENCE**

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

the Passenger:

- (i) is not driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving
- (ii) is not entitled to indemnity under any other Policy
- (iii) shall as though he was the Insured, observe, fulfill and be subject to the Terms of this Policy insofar as they can apply

### **EXCEPTIONS**

The Company shall not be liable in respect of:

(a) death of or bodily injury to

- (i) the Insured,
- (ii) any person driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving,
- (iii) any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment.

(b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle.

### **V0013 : BREAKAGE OF GLASS IN WINDSCREEN OR WINDOWS OR SUNROOF**

The indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen, sunroof or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to the amount stated in the Schedule under the heading "Extra Coverage - Windscreen" and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause. For the purpose of this Endorsement any requirement in this Policy or any Endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect except for the Windscreen Excess. Provided that following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional premium paid or a Windscreen Excess is applicable under the Policy.

### **V0097 : MARKET VALUE FOR THE PURPOSE OF TOTAL LOSS SETTLEMENT**

It is hereby understood and agreed that in the event of any claim arising under Section I of the Policy the Company may at its option settle claims on total loss basis and pay you the prevailing market value of the Motor Vehicle at the time of the loss or damage inclusive of the residual value of COE / PARF Value if the Motor Vehicle is insured with COE / PARF Value. Market Value shall mean the cost of replacing the Motor Vehicle with a vehicle of the same make and model similar in condition, specification and age of the Motor Vehicle immediately prior to the accident. The market value will be subject to the Excess applicable under the Policy and you shall surrender the vehicle, the Vehicle Registration Card, the Certificate of Entitlement and Certificate of Insurance to the Company.

## PRIVILEGE MOTOR POLICY

### V0252 : SPECIAL BENEFITS FOR PRIVILEGE MOTOR POLICYHOLDERS

Privilege Motor Policyholders will get to enjoy various special benefits as listed below. Please note that for those whose coverage is on a Third Party Fire & Theft or on a Third Party basis, only Benefits (a), (b), (c) and (g) are available:

#### a) PRIVILEGE MOTOR POLICY WELCOME PACKAGE

This specially designed folder contains all the information and documents pertaining to Privilege Motor Policy.

#### b) DEDICATED 24-HOUR HOTLINE: 1800-PREMIUM (1800-773 6486)

Privilege Motor Policyholders can call this special hotline for Policy enquiries, claims reporting as well as to arrange for limousine service. Enquiries on Policy matters will only be attended to during normal office hours (Monday to Friday between 8.30am to 5.30pm)

#### c) FREE ROADSIDE ASSISTANCE

You have unlimited access to Roadside Assistance through our dedicated 24-Hour Hotline at 1800-PREMIUM (1800-773 6486). In Singapore, the Roadside Assistance services will include jump start, petrol top-up, flat tyre, replacement, battery replacement and towing. The cost of petrol, tyres and battery shall be borne by you. In West Malaysia, only towing services will be provided up to a limit of S\$300 per policy period. The Company shall only be liable for the service fee for unlimited Roadside Assistance per period of insurance. The Roadside Assistance services shall be provided by Autoswift Recovery Pte Ltd, a wholly owned subsidiary of Automobile Association of Singapore (AA).

#### d) COMPLIMENTARY CAR POLISH (*applicable to Comprehensive policies only*)

Policyholders will be entitled to one free car polishing per policy year. Please refer to the voucher in the welcome package for terms & conditions and instructions relating to the use of this car polishing service. The Company will not be liable for any loss or damage to the motor vehicle, including any contents contained therein, arising from the use of this complimentary service.

#### e) COMPLIMENTARY LIMOUSINE SERVICE (*applicable to Comprehensive policies only*)

In the event that you have driven your car from your home or usual location where it is parked overnight and are unable to drive it back home due to whatever reasons, you can call the dedicated 24-Hour Hotline 1800-PREMIUM (1800-773 6486) to arrange for a limousine service to fetch you home. This service is subject to the following conditions:

- i) The service is only available through a service provider appointed by us.
- ii) In the event that transport is required urgently and a limousine is not immediately available, a normal taxi cab will be provided.
- iii) Only a one way transfer is provided to destinations within mainland Singapore or Sentosa Island only.
- iv) You will have to pay any surcharges applicable for destinations in Sentosa or Jurong Island as well as for any extra stop service.
- v) You are entitled to one complimentary limousine service per policy year. Unused entitlements cannot be carried forward to the next policy year.
- vi) The service will still be considered to be utilized if there is a "no show" after confirmation of booking.

#### f) LOSS OF USE (*applicable to Comprehensive policies only*)

If your Motor Vehicle is laid up for repairs necessitated by accidental damage to the vehicle for which indemnity is provided by this Policy, you will be provided with a rental car of up to 2,000cc for the duration when the Motor Vehicle is undergoing repairs, up to a maximum of 5 days for any one accident and in the aggregate during the policy period. This benefit is not available for windscreen damage claims. The rental car will be supplied by a rental company authorized by the Company and you will be subject to the standard rental terms and conditions imposed by the rental company. You will be responsible for self collection and rental of the rental car.

#### g) MOBILE ACCIDENT RESPONSE SERVICE (MARS)

In the event of any occurrence which may give rise to a claim under the Policy, you may contact us at the dedicated 24-hour Hotline 1800-PREMIUM (1800-773 6486) to activate MARS, upon which our field officers will arrive on-site to assist you with the accident reporting. There will be no need for you to send your car to the usual reporting centres.

#### h) LOSS OF PERSONAL EFFECTS (*applicable to Comprehensive policies only*)

Your Policy is extended to cover loss of personal effects arising from theft or break-in following forcible entry into the Motor Vehicle in Singapore, up to S\$500, any one occurrence. Such personal effects will exclude money, cashcards, jewelry and handphones. This extension is subject to the following conditions:

- i) You must take all reasonable precautions to safeguard the personal effects from loss or damage.
- ii) The police must be notified as soon as reasonably possible of any theft or break-in and the police report will have to be submitted when making a claim under the Policy.



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