

**AUTOPLAN - Private Vehicle****A. Our Contract**

This Policy forms a legally enforceable contract between You and Us. We will insure You and pay the benefits of this Policy in return for the premiums You pay.

We insure You based on the information that You have provided to Us in the Application Form and through any other means.

You are to ensure that all information that You have provided are accurate and that You fully and faithfully disclose to Us all important facts which You know or ought to know in respect of this insurance. Failing this, this Policy may be void and You may not receive any benefits under this Policy.

**B. Your Policy Coverage****Section 1: Coverage on the Vehicle**

1. We will cover You for Your losses if the Vehicle and its Accessories and Spare Parts are lost or damaged as a result of:
  - accidental collision or overturning;
  - Theft, Robbery, housebreaking;
  - contact with falling objects, external explosion, fire, self-ignition, lightning;
  - a malicious act; or
  - an Act of God such as flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature or by any consequences of any of the occurrences mentioned.
2. In covering You for Your losses, We have the option of repairing, reinstating, replacing or offering a cash settlement for the loss of or damage to the Vehicle or its Accessories and Spare Parts.
3. We only cover Accessories and Spare Parts that are fitted (without any charge) as standard equipment by the car manufacturer or distributor. The Accessories and Spare Parts must be on the Vehicle at the time of loss or damage.
4. We will not cover You for more than the value of
  - the part of the Vehicle lost or damaged;
  - the Accessories and Spare Parts lost or damaged; and
  - the reasonable costs of fitting such parts.

In any event, We will not cover You for more than the prevailing market value of the Vehicle.

5. We will pay the reasonable towing cost of up to \$300 if the Vehicle is disabled as a result of damage.
6. You can authorize repairs to the Vehicle only if it is damaged and the cost of repairs does not exceed \$300. You are required to send Us a detailed written estimate of the cost of the repair as soon as possible.
7. We will not cover:
  - loss of use;
  - any consequential loss;
  - repairs carried out by any repairer not authorised under this Policy;
  - depreciation;
  - wear and tear;
  - mechanical or electrical breakdowns;
  - failures or breakages;
  - damage caused by overloading or strain; and
  - damage to tyres unless the Vehicle is damaged at the same time.
8. We will not cover the Excess specified in this Policy. You will have to pay all applicable Excess for every claim made against this Policy. If for any reason We have made any payment which includes Excess payable by You, You have to refund to Us such Excess paid.
9. Excess will not apply to any loss or damage to the Vehicle due to Theft, Robbery, housebreaking, external explosion, fire, self-ignition or lightning, unless otherwise specified in this Policy.
10. Your Certificate of Insurance will indicate where the Vehicle can be repaired after an accident. The Endorsements to this Policy will indicate the type of accident repair arrangements You have under this Policy.

**Section 2: Your Liability to Third Parties**

1. We will cover You for the amount (including all costs and expenses) which You or Your Authorised Driver(s) is legally liable to pay to third parties in compensation for the following arising out of an accident directly involving the Vehicle:
  - death or bodily injury to any person; or
  - damage to property for up to \$5,000,000.00 for any one claim or series of claims arising out of any one accident.

Any admissions of liability, payment to or agreement with third parties must be with Our prior written consent.

2. We will cover Your legal personal representatives, in the event of Your death, to the same extent as We would cover You if a third party makes a claim against You. In such event, Your legal personal representatives shall be bound by and comply with all the terms and conditions of this Policy.
3. We will not cover :
  - death or bodily injury to any person employed by You or Your Authorised Driver(s) which arises in the course of their employment;
  - death or bodily injury which You or the third party can claim for under the Work Injury Compensation Act;
  - death or bodily injury to any person or loss or damage to third party property arising out of the use or operation of the Vehicle or any part of the Vehicle as a tool or the use or operation of a plant attaching to or forming part of the Vehicle or from any goods carried on the Vehicle;
  - loss or damage to any property in the Vehicle whether belonging to You or third parties;
  - loss or damage to any property belonging to, or held in trust by, or is in the custody, care or control of You or Your household members or Your Authorised Driver(s) or his/her household members;
  - damage to any bridge, viaduct, road or anything beneath, caused by vibration or by the weight of the Vehicle or of the load carried by the Vehicle; and
  - compensation for damages, interests or legal costs for any judgments which had not in the first instance been delivered or obtained from a court of competent jurisdiction within West Malaysia or the Republic of Singapore.
4. We will not cover the Excess specified in this Policy. You will have to pay all applicable Excess for every claim made against this Policy. If for any reason We have made any payment which includes Excess payable by You, You have to refund to Us such Excess paid.

### Section 3: Your Medical Benefits

We will cover reasonable medical expenses incurred by You, Your Authorised Driver(s) or any passenger in the Vehicle as a result of an accident directly involving the Vehicle. The maximum amount We shall pay is \$500.00 for each person.

### Section 4: Your Personal Accident Benefits

1. We will cover You for death or bodily injury suffered by You as a result of an accident involving the Vehicle or when You were travelling in any other private motor vehicle or Public Transport, only if:
  - such death or bodily injury is caused by accidental, external and visible means and is independent of any other cause;
  - such death or bodily injury occurs within 3 months of the accident;
  - such death or bodily injury is not caused by intentional self-injury, suicide or attempted suicide, physical defect or infirmity;
  - the accident must not have occurred when You were under the influence of alcohol, drugs or medication; and
  - You were at least 18 years of age at the time of the death or bodily injury.

For the purposes of this Section 4, "Public Transport" means any transport operated by a licensed transport operator in Singapore to transport fare-paying passengers within Singapore on a managed schedule and established routes. This includes buses and trains but excludes taxis and ride-share services, including, but not limited to Grab and Gojek.

2. We will pay You or your legal personal representative compensation for death or bodily injury in the manner described in the Compensation Table below. We will only pay for one of the items under (1) to (6) shown in the Compensation Table below, which occurs in the same accident. Should You suffer several injuries in the same accident, We will only pay for the injury that provides the highest pay-out.
3. If You have more than one motor insurance policy with Us, We will pay compensation under one policy only.

**Compensation Table**

|    | Death/Nature of Injury                                                                                                                                 | Percentage of sum insured specified in the policy schedule |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. | Death                                                                                                                                                  | 100%                                                       |
| 2. | Total and permanent loss of sight in both eyes                                                                                                         | 100%                                                       |
| 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                       | 100%                                                       |
| 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 | 100%                                                       |
| 5. | Total and permanent loss of sight in one eye                                                                                                           | 50%                                                        |
| 6. | Total loss by physical severance at or above the wrist or ankle of one hand or foot                                                                    | 50%                                                        |

4. This cover for personal accident under Section 4 only applies if You are an individual policyholder.

### Section 5: Coverage upon Your Death

In the event of Your death, cover under this Policy continues to apply to Your Authorised Driver(s) who had Your permission to drive the Vehicle. This cover only applies if You are an individual policyholder.

## C. Your Policy Exclusions

### 1. Driving and Use

We will not cover any loss, damage, injury or liability should the Vehicle be used or driven:

- (a) outside the Geographical Area;
- (b) for purposes which are beyond the 'Limitations As To Use' described in the policy schedule;
- (c) by persons outside the "Person or Classes of Persons Entitled to Drive" described in the Policy Schedule;
- (d) by any person who is not Your Authorised Driver(s);
- (e) by any person not permitted to drive under licensing or other laws or regulations;
- (f) by any person attempting to hurt themselves or others or commit suicide;
- (g) by any person under the influence of alcohol, drugs or medication;
- (h) when it is not registered under the Road Traffic Act (Cap. 276) or when its registration under the Road Traffic Act (Cap. 276) has been cancelled;
- (i) with modification(s) that has not been declared to and accepted by Us;
- (j) for hire or reward;
- (k) for driving tuition/test, racing, pace making, reliability trial, speed testing or test driving;
- (l) for the carriage of goods other than samples in connection with any trade or business; and
- (m) for any purpose in connection with Motor Trade.

### 2. War and Terrorism

We will not cover any loss damage, injury or liability directly or indirectly caused or contributed to by:

- 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, or usurpation of power; or
- any Act of Terrorism and any action taken in controlling, preventing, suppressing or in any other way relating to any Act of Terrorism.

### 3. Nuclear Risks

We will not cover any loss, damage, injury or liability directly or indirectly caused or contributed to by:

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

### 4. Exclusion of Third Party Rights

A person who is not a party to this contract will have no rights under the Contracts (Rights of Third Parties) Act 2001(Cap. 53B) to enforce any of its terms.

### 5. Economic Sanctions

The Insurer will not be liable to provide any coverage or make any payment under this Policy if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

## D. Your Policy Conditions

### 1. Governing Law

This Policy is governed by the laws of Singapore.

### 2. Burden of Proof

If We allege that by reason of any of the exclusions under Part B and/or Part C above, any loss, damage, injury or liability is not covered by this Policy, the burden of proving the contrary shall be on You.

### 3. Duty of Disclosure

As explained in Part A of this Policy, all information You provide to Us in the Application Form and through any other means form the basis of this contract of insurance between You and Us. You must inform us immediately if any of the information that You have given us changes or is no longer accurate.

You must also inform Us of any other facts which You know or ought to know which may affect Our decision whether to continue to insure You and on what terms. Information that You should disclose to Us would relate to the Vehicle, You or Your Authorised Driver(s). Examples of such information include a change in occupation or nature of business, a change in claim experiences, revocation/ suspension of driver license/ traffic related convictions, physical impairment(s) or illness(es) affecting driving ability, modification(s) done to the Vehicle or a change in the usage of the Vehicle.

These information/facts could result in additional premium being payable and different terms and conditions may apply on this Policy. If such information is not disclosed to Us, You may not receive any benefits under this Policy and/or We may cancel or void

this Policy.

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

- the completeness and accuracy of the information in all application and declaration forms, claims or other documents and statements given by any one of them to Us; and
- compliance with the terms and conditions of this Policy.

#### 4. Care of the Vehicle

You must maintain the Vehicle in an efficient and roadworthy condition. We shall at all times have free and full access to examine the Vehicle or any part of it and interview any of Your Authorised Driver(s). You must take all reasonable steps to safeguard the Vehicle from loss or damage.

If an accident or breakdown occurs, the Vehicle must not be left unattended without proper precaution being taken to prevent further loss or damage.

If the Vehicle is driven before the necessary repairs are made, any extension of the damage or any further damage caused to the Vehicle will not be covered under this Policy.

#### 5. Compliance by Authorised Driver(s)

Please note that Your Authorised Driver(s) must comply with and are subject to each term and condition of this Policy as if it applies to them as though they were the Policyholder.

#### 6. No Claim Discount (NCD)

If no claim is made under this Policy during a period of insurance of one year or more immediately before the renewal of this Policy, Your renewal premium will be discounted as follows:

| No Claim For                          | Discount |
|---------------------------------------|----------|
| The year before                       | 10%      |
| Two consecutive years before          | 20%      |
| Three consecutive years before        | 30%      |
| Four consecutive years before         | 40%      |
| Five or more consecutive years before | 50%      |

If the NCD is 40% or 50% at the time a claim is made, the NCD will be reduced to 10% or 20%, respectively. If the NCD is 30% or less, the whole NCD will be cancelled.

| Current | Upon a claim (Accident NCD) |
|---------|-----------------------------|
| 50%     | 20%                         |
| 40%     | 10%                         |
| 30%     | 0%                          |
| 20%     | 0%                          |
| 10%     | 0%                          |
| 0%      | 0%                          |

If You fail to comply with the "Notification of Accidents and Claims Procedure" under Part D Section 8 below, the NCD will be affected as follows:

| Current | Upon Renewal (Non-reporting NCD) |
|---------|----------------------------------|
| 50%     | 40%                              |
| 40%     | 30%                              |
| 30%     | 20%                              |
| 20%     | 10%                              |
| 10%     | 0%                               |
| 0%      | 0%                               |

The Accident NCD is to be applied first before the Non-Reporting NCD. For example, in the event there is a claim, if Your NCD is at 50%, it will be reduced to 20% and if You fail to report the claim in accordance with the requirements of this Policy, the 20% NCD will be further reduced to 10%.

Your NCD will not be affected if:

- the apportionment of Your fault in an accident is 20% or less based solely on Our assessment;
- the apportionment of Your fault in an accident is adjudicated by any court in Singapore to be 20% or less; or
- You are able to furnish proof of successful claim against any other party for 80% or more of Your uninsured losses arising from the accident.

NCD attaches to You and not the Vehicle and so, NCD cannot be transferred to another person.

If more than one Vehicle is described in this Policy, the NCD will be applied separately for each vehicle.

#### 7. NCD Declaration

If upon checking with Your previous insurer, We find that Your NCD declaration is inaccurate, We will notify You and You shall promptly pay any difference in the premium between the NCD declared by You and the actual NCD. If We do not receive the premium shortfall due to Us, the period of insurance of this Policy will be reduced to correspond to the premium actually paid by You.

If after that period of cover, You are liable to any third party to whom We may be required to pay under the Acts or Agreements stated in Part D Section 10 below, You shall refund such amount paid by Us.

#### 8. Notification of Accidents and Claims Procedure

If the Vehicle is involved in an accident, whether or not it would give rise to a claim, You must report the accident to Our Approved Reporting Centre and take the Vehicle to Our Approved Reporting Centre for inspection within 24 hours of the accident or by the next working day. Otherwise, Your No Claim Discount (NCD) will be reduced by 10%.

If Theft or other criminal act occurs which may give rise to a claim under this Policy, You must inform Us and the police or other recognized government law enforcement agency immediately and co-operate with Us in securing the conviction of the offender. An official report must be lodged or made to a recognized government law enforcement agency within a reasonable period of time of the occurrence of the Theft or other criminal act.

If You receive any claim or any writ, summons, offer of composition or notice of any other proceedings arising from an accident, You must inform Us immediately upon receipt of such documents, and You must not respond, admit liability, negotiate, make offers or settle a claim, without Our prior written consent.

If You fail to comply with any of the above requirements for a claim made against this Policy, You may not receive any benefits in respect of that claim.

#### 9. Conduct of Proceedings

We may:

- take over and conduct in Your name or the name of any other person covered under this Policy, any defence or settlement of any claim made against You or such person; and
- pursue in Your name or the name of such person, for Our own benefit, against anyone responsible for any claim paid by Us.

Anyone covered under this Policy shall give Us all information and assistance as We may require.

We shall have full discretion in the conduct of any proceedings and/or how We settle a claim.

For Part B Section 2 of this Policy, once We have paid up to the full limit of \$ 5,000,000 for third party property damage, We are not obliged to continue to conduct the defence, proceedings or settlement of a claim made against You by any other person. In such event, We will not be responsible for any damage, loss, costs or expenses incurred by You or by any person as a result of Our decision.

#### 10. Avoidance of Certain Terms and Right of Recovery

If You or Your Authorised Driver(s) are not covered under this Policy but We are legally liable to make payment to a third party due

to the following Acts or Agreements, You shall refund any such amount paid by Us:

- the Motor Vehicles (Third Party Risks and Compensation) Act of Singapore;
- the Road Transport Act 1987 of Malaysia;
- the Road Transport (Amendment) Act 2019;
- the Agreement between the Minister of Finance (Singapore) and the Motor Insurers' Bureau of Singapore dated 22 February 1975;
- the agreement between the Minister of Transport (Malaysia) and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968; or
- any subsequent revisions to the above Acts and Agreements.

#### 11. Cancellation

We may cancel this Policy by giving You 7 days' notice at Your last known address and upon cancellation, You must return Your original Certificate of Insurance to Us.

You may also cancel this Policy by writing to Us and returning Your original Certificate of Insurance to Us.

We will refund 80% of the premium less a pro-rated amount to cover the period when You were covered under this Policy.

You will not receive any refund of premium if on or before cancellation of this Policy:

- a claim has arisen;
- You have not returned the Certificate of Insurance; or
- You have not promptly paid the premium due.

If this Policy is cancelled before the Effective date of this Policy, You shall pay Us an administrative fee of \$25 (before GST).

#### 12. Other Insurance

If You make a valid claim under this Policy, and if You have other insurance covering the same damage or loss or injury or liability, We will only pay You a proportion of the claim based on the total number of policies covering such a claim.

#### 13. Dealing with Disputes

Any disputes arising out of this Policy shall first be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDREC), where it falls within FIDREC's jurisdiction. If the dispute cannot be referred to or resolved by FIDREC, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator.

#### 14. Waiver of Your Rights

If We reject liability for any claim made under this Policy and it is not referred to arbitration within 12 months from the date of Our rejection, it shall be deemed that You have accepted Our rejection of Your claim and You have waived all Your rights with respect to such a claim.

#### 15. Data Use

You have agreed and consented that We may collect, use and process Your personal information (whether obtained in the Application Form or otherwise) and disclose such information (whether in or outside of Singapore) to the following:

- Our group companies;
- Our (or Our group companies') service providers, reinsurers, agents, distributors, business partners;
- brokers, Your authorised agents or representatives, legal process participants and their advisors, other financial institutions;
- governmental / regulatory authorities, industry associations, courts, other alternative dispute resolution forums, for the purposes stated in Our Data Privacy Policy which include:
  - Processing, underwriting, administering and managing Your relationship with Us;
  - Audit, compliance, investigation and inspection purposes and handling regulatory governmental enquiries;
  - Compliance with legal or regulatory obligations, risk management procedures and Our internal policies;
  - Managing Our infrastructure and business operations; and
  - Carrying out market research and analysis and satisfaction surveys.

Note: Please refer to the full version of Our Data Privacy Policy found at [http://www.aig.sg/sg-privacy\\_1030\\_237853.html](http://www.aig.sg/sg-privacy_1030_237853.html).

If You have not opted out, then You have consented to Us, Our group companies, service providers and business partners using, processing and disclosing Your personal information to:

- Enrol You in contests, prize draws and similar promotions; and
- Contact You to market other insurance, and/or Our, Our group companies' and/or Our business partners' financial products and/or services.

If You have any questions about Our collection, use and disclosure of personal information, You may contact Our Data Protection Officer at [singaporedataprotectionofficer@aig.com](mailto:singaporedataprotectionofficer@aig.com).

**16. Insurance Act (Cap. 142)**

This Policy is issued in Singapore and is subject to the Insurance Act (Cap. 142).

When You applied for this Policy, a declaration made by You at that time that You are ordinarily resident in Singapore must satisfy any one of the following descriptions of being treated as "ordinarily resident in Singapore":

- You are a citizen of Singapore, unless You have resided outside Singapore continuously for 5 or more years before the application date of the Policy and are not currently residing in Singapore;
- You are a permanent resident, unless You have resided in Singapore for less than a total of 183 days in the 12 months before the application date of the Policy;
- You have a work pass or permit required under the Employment of Foreign Manpower Act (Cap. 91A), unless You have resided in Singapore for less than a total of 183 days in the 12 months before the application date of the Policy; or
- You have a pass or permit required under the Immigration Act (Cap. 133) that has duration longer than 90 days and You have resided in Singapore continuously for at least 90 days in the 12 months before the application date of the Policy.

If You do not satisfy any one of the above definitions of being "ordinarily resident in Singapore", You must notify Us immediately.

**17. Written Notice**

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

**18. Currency**

All benefits payable under this Policy will be in Singapore Dollars. When a claim is made by You for losses incurred in a foreign currency, We will pay You in Singapore dollars based on the prevailing currency exchange rate determined by Us.

**19. Assignment**

No assignment of interest under this Policy will be binding upon Us. We do not assume any responsibility for the validity of any assignment.

**20. Compliance with Policy Provisions**

The due observance and fulfilment of the terms and conditions of this Policy so far as they relate to anything to be done or complied with and the truth to the best of Your knowledge and belief of the information furnished to Us in connection with this insurance shall be conditions precedent to Our liability. Failure to comply with any of the provisions contained in this Policy will invalidate all claims made under this policy.

**21. Entire Contract**

This Policy, policy schedule and where applicable certificate of insurance, hold cover letter/cover note, Endorsement, Application Form, declaration and any other statements in writing will be read together as one contract. In the event of a conflict, the terms, conditions or provisions of this Policy will prevail. No agent has the authority to change or waive any provisions of the insurance. No change of provisions will be valid unless approved by Us and such approval will be endorsed onto this Policy.

**E. Your Policy Definitions**

Any word or expression which has a specific meaning has the same meaning whenever that word or expression is used in this Policy, policy schedule and where applicable certificate of insurance, hold cover letter/ cover note and Endorsement.

**Accessories and Spare Parts** means all audio, video and other standard equipment fitted into the Vehicle by the manufacturer or distributor at the time of purchase of the Vehicle.

**Act of Terrorism** means an act which may or may not involve the use or threat of use of force or violence by any person or group of persons. This is regardless of whether any person or group is acting alone or on behalf or in connection with any organisation or government 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.

**Application Form** refers to the completed form(s) signed by You for this Policy whether prior or subsequent to inception of this Policy or for and upon renewal of this Policy.

**Authorised Driver(s)** any person with a valid license to drive the Vehicle in Singapore and is

- driving the Vehicle on Your order or with Your permission; and
- not excluded under this Policy.

In the case of a Named Driver Policy, the authorised driver(s) must be named under this Policy.

In the case of an Age Condition Policy, the authorised driver(s) must also meet the age condition under this Policy.

**Authorised Repairer(s)** means the repairer(s) referred to in the Certificate of Insurance and as may be changed by Us from time to time.

**Approved Reporting Centre** means reporting centres referred to in the Certificate of Insurance and as may be changed by Us from time to time.

**Break-In** means dishonestly or intentionally breaking open or unfastening the closed or locked Vehicle, receptacle or compartment which contains or believed to contain property for the purpose of Theft or Robbery.

**Constructive Total Loss** means at the time of loss or damage of the Vehicle, the cost of repairs exceeds the current market value less the salvage value of the Vehicle.

**Effective Date** means the commencement date of insurance, whether at inception or upon renewal, as specified in the period of insurance under this Policy.

**Endorsement** means a change to information of this Policy and/or the cover We provide. The endorsement which applies to this Policy will be shown in a schedule.

**Excess** means the amount shown in a policy schedule or certificate of insurance which You must pay for every accident claim. This is subject to GST.

**Geographical Area** means

- Republic of Singapore;
- West Malaysia;
- part of Thailand i.e. within 80.5 km of the border between Thailand and West Malaysia;
- whilst in transit by sea during direct sea route across;
  - the straits between the island of Penang and mainland West Malaysia; and
  - the straits between Changi Point, Singapore and Tanjong Berlungkor, Johore.

**Motor Trade** means any person(s) engaged in the business of a motor dealer, motor distributor, motor workshop repairer, valet parking or any motor vehicle related services.

**Personal Effects** means Your personal belongings which You normally carry or wear but shall exclude money (being official currency, coins or notes issued by a government or national bank), monetary instruments, documents, negotiable instruments and Payment Cards.

**Payment Cards** means Your ATM cards, credit cards, debit cards or loan (credit line) cards validly issued by banks in Your name and any pre-paid cards or any medium by which pre-payment is required or money is debited or credited via electronic means.

**Policy** means the Application Form, policy terms and conditions, policy schedule and, where applicable, certificate of insurance, hold cover letter/cover note and any Endorsement to this Policy.

**Robbery** means in order to commit Theft, or in committing Theft, or in carrying away or attempting to carry away property obtained by Theft, the offender voluntarily causes or attempts to cause to any person death, or hurt, or wrongful restraint, or fear of instant death, or of instant hurt, or of instant wrongful restraint.

**You/Your** means the named policyholder in this Policy who is the registered owner of the Vehicle.

**Theft** means intentionally and dishonestly taking, by moving, any movable property from a person's possession without his/her consent.

**Vehicle** means the motor vehicle as stated in this Policy owned by You and registered with the authorities in Your name.

**We/Us/Our** means AIG Asia Pacific Insurance Pte. Ltd.

## F. Your Policy Endorsements (where applicable)

The following endorsements apply to this Policy only if the corresponding endorsement number is shown in the Policy Schedule under the heading "Subject to Endorsement".

### 2(p). Young and/or Inexperienced Driver Excess

You have to pay an additional sum of \$3000.00 as Young and/or Inexperienced Driver ("YIDR") Excess for any claim which occurred when the Vehicle was driven by You or an Authorised Driver under the age of 23 and/or has less than 2 years' driving experience. The YIDR Excess applies in addition to the Excess applicable for every claim made under Part B Section 1 of this Policy, irrespective of whether such Excess has been waived.

If an Excess is payable for a claim made under Part B Section 2 of this Policy, this YIDR Excess will apply in addition to such Excess.

If for any reason We have made any payment which includes the YIDR Excess payable by You, You have to refund to Us such Excess paid.

This YIDR Excess shall not apply to loss or damage to the Vehicle caused by Theft, Robbery, housebreaking, external explosion, fire, self-ignition, or lightning except if it is stated to be applicable in the Policy Schedule.

### 7(a). Personal Accident Benefits to Unnamed Passengers and Authorised Drivers (Other than Policyholder & Policyholder's paid driver) - Private Cars

We will cover any passenger and Authorised Driver for death or bodily injury suffered by them as a result of an accident involving the

Vehicle when they were travelling in or getting into or out of the Vehicle, only if:

- such death or bodily injury is caused by accidental, external and visible means and is independent of any other cause;
- such death or bodily injury occurs within 3 months of the accident
- such death or bodily injury is not caused by intentional self-injury, suicide or attempted suicide, physical defect or infirmity;
- the accident must not have occurred when the Authorized Driver is under the influence of alcohol, drugs or medication; and
- the Authorised Driver must be at least 18 years of age at the time of the death or bodily injury.

A passenger is any person other than You, Your paid driver or attendant or employee coming within the scope of the Workmen's Compensation legislation and who is working for You at the time of accident.

We will pay the passenger and/or the Authorised Driver compensation for death or bodily injury in the manner described in the Compensation Table below. We will only pay for one of the items under (1) to (7) shown in the Compensation Table below, which occurs in the same accident. Should there be several injuries suffered, We will pay for the injury that provides the highest pay-out.

**Compensation Table**

|    | Death/Nature of Injury                                                                                                                                 | Compensation amount (\$) |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1. | Death                                                                                                                                                  | 10,000                   |
| 2. | Total and permanent loss of sight in both eyes                                                                                                         | 10,000                   |
| 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                       | 10,000                   |
| 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 | 10,000                   |
| 5. | Total and permanent loss of sight in one eye                                                                                                           | 5,000                    |
| 6. | Total loss by physical severance at or above the wrist or ankle of one hand or foot                                                                    | 5,000                    |
| 7. | Total disablement from engaging in or giving any attention to the person's occupation for a period not exceeding 13 weeks                              | 50 per week              |

We will pay the compensation directly to the passenger and/or Authorised Driver or their legal personal representatives and their receipt of such payment shall fully discharge Us from liability under this cover.

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

#### **15. Hire Purchase Arrangement**

If the Vehicle is under hire purchase, the Hire Purchase Owner (as stated in the Policy Schedule) is the owner of the Vehicle and We will make payment of any claim under this Policy directly to the Hire Purchase Owner.

Receipt of such payment from the Hire Purchase Owner shall fully discharge Us from liability under this Policy.

#### **72(b). Legal Liability of Passengers for Acts of Negligence**

We will cover any passengers travelling in, getting into or out of the Vehicle against legal liability to third parties under Part B Section 2 of this Policy only if they;

- are not in charge of the Vehicle at the time of the accident;
- are not entitled to similar coverage under any other insurance policy; and
- comply with the terms and conditions of this Policy as if they were the policyholder.

We will not be liable for:

- death or bodily injury to any employee of the passenger if the death or bodily injury arises out of or in the course of that person's employment; or
- loss or damage to any property belonging to, or held in trust by, or is in the custody, care or control of You or the passenger.

**82(d). Loss of Use**

In the event the Vehicle is damaged and a claim is made under Part B Section 1 of this Policy, We will provide You with a replacement vehicle of 1500-1600cc for the shorter of (i) the repair period certified by Our authorised surveyor, or (ii) the period the Vehicle is actually under repair (either of these referred to as the "Repair Period"). You will have access to a replacement vehicle for the Repair Period unless your Vehicle becomes a total loss or Constructive Total Loss, in which case We will provide you with a replacement vehicle for a maximum of 30 days in one policy period.

This benefit is extended to You on the condition that:-

- the replacement vehicle will be provided by Our approved rental company upon the authorisation for the repair of the Vehicle by Our authorised Surveyor ;
- the replacement vehicle is strictly for Your use only;
- You comply with the terms and conditions of the rental agreement between You and Our approved rental company; and
- You notify Us immediately of the loss or damage sustained by the Vehicle so that Our authorised surveyor may inspect the Vehicle and certify the repair period required for the Vehicle, such certification being final.

We will not provide You with a replacement vehicle in the following excluded events or cases:

- for any period of time that falls outside of the Repair Period;
- for any period of time during which your Vehicle is not under repair due to the unavailability of the spare parts; or
- for any Vehicles in respect of which only a windscreen claim is being made.

**89. Breakage of Glass in Windscreen or Window Clause**

In the event the windscreen or window of the Vehicle is damaged and is covered under Part B Section 1 of this Policy, We will cover the cost of replacing any broken glass in the windscreen or window of the Vehicle, but only if there is no other damage to the Vehicle.

You will be required to pay an Excess of \$100.00 (excluding GST) for every claim made under this Endorsement. Once We pay a claim, the benefit under this Endorsement will be automatically reinstated without additional premium payable.

If Your only claim under this Policy is for windscreen or window damage as per this Endorsement, Your No Claim Discount will not be affected.

**130. Payment before Cover Warranty**

The total premium due must be paid to 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 this Policy, Renewal Certificate, Cover Note and/or Endorsement ("the Inception Date").

If the total premium is not paid and received in full by Us or the Intermediary on or before the Inception Date, the Policy, Renewal Certificate, Cover Note and/or Endorsement shall be deemed to be cancelled immediately, and no benefits shall be payable by Us. Any payment received thereafter shall have no effect whatsoever.

This "Payment Before Cover Warranty" provision shall prevail over any inconsistent terms in this Policy.

**132. Premium Installment Payment Warranty**

If the period of insurance is 60 days or more and the total premium is \$100,000 or more, the premium may be paid by way of instalments. The amount and due date of each instalment shall be specified by Us, and the first instalment shall be for at least 50% of the total premium due.

Payment of the premium by way of instalments shall be subject to the following:

- the first instalment must be paid to and actually received in full by Us or the intermediary through whom the Policy was effected ("the Intermediary") within 60 days of the inception date of the coverage under this Policy, Renewal Certificate and/or Cover Note; and
- the second and subsequent instalments (if any) of the premium must be paid to and actually received by Us or the Intermediary on or before the respective due date of each instalment as specified by Us

If the first instalment is not paid to and actually received in full by Us or the Intermediary within the 60-day period specified above:

- (a) coverage under this Policy, Renewal Certificate and/or Cover Note shall be deemed to be automatically cancelled upon the expiry of the 60-day period;
- (b) the deemed cancellation shall not affect any claim by You for loss suffered within the 60-day period; and
- (c) You will still be liable to pay to Us "time on risk" premium computed on a pro-rata basis.

If the second or any subsequent instalment is not paid to and actually received in full by Us or the Intermediary on or before the due date of that instalment:-

- (a) coverage under this Policy, Renewal Certificate and/or Cover Note shall be deemed to be automatically cancelled upon the expiry of the due date of the instalment which has not been paid;
- (b) the deemed cancellation shall not affect any claim by You for loss suffered on or before the due date of the instalment which has not been paid; and
- (c) You will still be liable to pay to Us "time on risk" premium computed on a pro-rata basis.

For the avoidance of doubt, the premium for an Endorsement shall not be paid by instalments.

**200. Key Replacement Cover**

We will pay You up to a maximum sum of \$800 for :

1. Key Replacement - We will reimburse You the cost of replacing the Vehicle keys which are lost as a result of Theft, Robbery or Break-In. We will only reimburse the amount You paid to a locksmith or the car dealer to produce a new key.

You will be required to pay an Excess of \$50 (excluding GST) for every claim made under this Endorsement.

2. Break-In Protection - We will reimburse You the cost of replacing the Vehicle locks and keys if the Vehicle is unlawfully broken into. This includes the labor cost for replacing the locks.

3. Lock Out Reimbursement - If You are locked out of the Vehicle due to the Vehicle keys being lost as a result of Theft or Robbery, or being accidentally left in the Vehicle, We will reimburse You the cost of obtaining a locksmith or towing the Vehicle within Singapore to the car dealer, to unlock the Vehicle.

Where coverage for breakage of glass in windscreen or window is provided under this Policy, We will also reimburse You up to \$100 for any amount of windscreen Excess payable by You if breaking of the glass is required to retrieve the keys.

We will not pay for the cost of replacing keys that is not the Vehicle keys.

In the event of an incident covered under this Endorsement, You must do the following:

- Call us at 6419 3000 to make a claim and obtain the proper forms and instructions;
- File a police report with details within 24 hours of discovering the incident;
- Fill out and return any claims forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents We may ask You to provide; and
- Return to us within 7 days of making the original claim, the claims form and accompanying documents.

**203. No Claim Discount Protector ("NCD Protector")**

Part D of this Policy states the manner in which No Claim Discount (NCD) applies to this Policy. However, under this Endorsement, if the NCD Protector applies, the NCD shall be protected in the following way:-

- if the NCD is 50% at the time a claim is made, the 50% NCD will be protected in the next renewal of this Policy. This applies if only one claim has been made or arisen during the period of insurance prior to the renewal of this Policy;
- if two claims have been made or arisen during the period of insurance prior to the renewal of this Policy, the 50% NCD will be reduced to 20% at the next renewal of this Policy;
- if three or more claims have been made or arisen during the period of insurance prior to the renewal of this Policy, there will be no NCD entitlement at the next renewal of this Policy.

The 50% NCD Protector will therefore apply as follows:

| Number of claims made or arisen during the current period of insurance | NCD entitlement on renewal of Policy |
|------------------------------------------------------------------------|--------------------------------------|
| One                                                                    | 50%                                  |
| Two                                                                    | 20%                                  |
| Three and more                                                         | NIL                                  |
|                                                                        |                                      |

For the NCD Protector as set out above to apply, You must comply with the requirements stated in Part D of this Policy.

Where a claim has been made, We will decide whether to offer and/or approve this NCD Protector benefit at the time of renewal of this Policy. This decision shall be made at Our sole discretion and without the need to furnish any reasons to You. Any offer to continue the NCD Protector benefit shall be subject to payment of additional premium.

NCD that is protected under this NCD Protector benefit is not transferable to any other insurer.

NCD Protector benefit does not guarantee renewal of this Policy. We are not obliged to renew this Policy. If renewal of this Policy is not invited or is declined for any reason whatsoever, We will refund to You in full any additional premium paid for the NCD Protector benefit for the period of insurance prior to such intended renewal.

**212 (a). Vehicle is insured with Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF)**

If there is a total loss or Constructive Total Loss of the Vehicle, We will pay You the prevailing market value of the Vehicle including the remaining value of COE and the PARF value at the time of loss.

We will not pay more than Your Estimate of Market Value if this is stated in the Policy Schedule.

**214. Parallel Imported Vehicles**

If the Vehicle is a Parallel Imported Vehicle, in the event of loss or damage to the Vehicle and its accessories, We shall not pay for any airfreight charges or any other costs arising from delays in the repairs due to the unavailability of the spare parts.

**215(d). Authorised Repairer For Accident Repairs**

Any accident repairs to the Vehicle can be carried out by any repairer of Your choice (unless specifically excluded by Us).

**216. In-car Camera Excess Waiver**

If You have installed an in-car camera in Your Vehicle, the Excess applicable to Part B Section 1 of this Policy will be waived if You are not at fault for the accident and the accident is covered under this Policy.

If you are at fault for the accident and the accident is covered under this Policy, the Excess applicable to Part B Section 1 of this Policy will be reduced by 50%.

The following conditions apply to both a full and partial waiver of the Excess as set out above:-

- Your Vehicle is involved in the accident with another vehicle
- You must provide the relevant video footage of the accident that You are involved in to us within 3 working days from the date of the accident;
- The repair of the Vehicle is carried out by one of our approved workshops;
- The assessment of liability has been finalised by Us by the time You collect Your Vehicle post repair; and
- The waiver shall only apply up to a maximum amount of \$1,000.00 above which, You will be responsible for the rest of the Excess

This waiver is not applicable for the "Young and/or Inexperienced Driver Excess" ("YIDR").

The apportionment of Your fault in an accident is solely based on Our assessment. We will consider You not to be at fault for the accident if the apportionment of Your fault in an accident is 20% or less.

**221. Solar Film Add-On**

We will cover You for damage to the solar film on the Vehicle declared in the Policy Schedule. The declared solar film must be on the Vehicle's windscreen or windows at the time of damage.

We may at Our option repair, reinstate, replace or offer a cash settlement for the damage to the solar film.

The amount We will pay is no more than the value of the solar film damaged, plus the reasonable cost of re-fitting the solar film provided that the total amount paid under this Endorsement does not exceed \$1,150 as stated in the Policy Schedule.

**IMPORTANT NOTICE**

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 AIG Asia Pacific Insurance Pte. Ltd. or visit the AIG, GIA or SDIC web-sites ([www.aig.sg](http://www.aig.sg) or [www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).