

## UniCar Motor Insurance Policy

Thank you for insuring with United Overseas Insurance Limited to protect you and your vehicle. It is important for you to understand the insurance terms and conditions of the policy coverage.

This Policy, including any endorsements we have issued, forms a legally enforceable agreement between You (the Policyholder) and Us. We agree to pay the benefits set out in this Policy in exchange for the premiums fully paid in Singapore dollars inclusive of relevant tax.

All information provided in Your application form (or electronic application form), including declarations made face to face, over the phone or internet, Certificate of Insurance, Policy Schedule and Endorsements shall form the legal basis of this Policy.

You must answer all the questions in Your application accurately and disclose all facts You know or could reasonably be expected to know that is relevant to Our decision before this Policy is issued. Otherwise, You may receive no benefit from the Policy.

Your coverage under this Policy is subject to the type of cover, plan and benefits You have selected with the corresponding Policy terms and conditions. Applicable Excess are shown on Your certificate of insurance and Policy Schedules.

The Motor Emergency Assistance Service is arranged by Us through Our appointed service provider to assist You in an emergency caused by or arising out of the using the Motor Vehicle covered under this Policy.

**24-hour Emergency Helpline: (65) 6222 7737**

You are required to always identify Yourself by giving Your full name, vehicle registration number and Policy number to facilitate Us to assist You promptly.

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WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to United Overseas Insurance Limited (hereinafter called "the Company") for the insurance contained herein and has paid or agreed to pay the premium as consideration for such insurance.

Now this Policy witnesses that in respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

**POLICY BENEFITS / COVERAGE**

Benefits	Comprehensive		Third Party, Fire and Theft	Third Party Only
	Plus	Value		
Any repair workshops	Yes	No	No	No
Authorised repair workshops	Yes	Yes	No	No
Own damage (Section 1)	Yes	Yes	Fire and Theft only	No
Third Party damage caused by insured driver (Section 2)	Yes	Yes	Yes	Yes
Windscreen	Yes	Yes	No	No
Medical Expense (Section 3)	Yes	Yes	No	No
Personal Accident (Section 4)	Yes	Yes	No	No
No Claim Discount Protector (Section 5)	Optional	Optional	No	No
Loss of Use (Section 6)	Optional	Optional	No	No
24-Hour Emergency Assistance Service	Yes	Yes	Fire only	No
Accident Towing Services	Yes	Yes	Fire only	No

## SECTION 1 - ON INSURED MOTOR VEHICLE

This section covers You for loss or damage to Your vehicle as per below:

### 1. Loss or Damage

The Company will indemnify the insured against loss of or damage to the Motor Vehicle and its standard Accessories and spare parts:

- a) whilst thereon arising anywhere within the Geographical Area or whilst in transit by direct sea route across the straits between the island of Penang and the mainland of West Malaysia or across the straits between Changi Point, Singapore and Tanjung Berlungkor, Johor.
- b) caused by flood, typhoon, hurricane, tornado, volcanic eruption, earthquake or other convulsion of nature.

The Company may at its own option 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 Company will pay any cash settlement to the hire-purchase or leasing company of Your Vehicle named in the Policy schedule.

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.

### 2. Workshops

Repair of Motor Vehicle covered under the "Value" Plan can only be carried out at one of the Company's appointed Authorised Workshops. Failure to comply would be deemed as a breach of Policy terms and conditions and We shall have the right to decline liability of this Policy Section 1.

### 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 pay up to S\$500 being the reasonable cost of protection and removal to the nearest repairer and of delivery within the Geographical Area of coverage where the loss or damage was sustained.

### 4. Authority to Repair

The Insured 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 which has been obtained from a repairer does not exceed the S\$300; and
- b) a detailed estimate of the repair cost is forwarded to the Company within three (3) working day from the time of loss or damage.

### 5. Replacement Parts

In the event of loss 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 under Section 1. 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) the price quoted in the latest catalogue or price list issued by the manufacturer or its agents for the country in which the Motor Vehicle is held for repair or;
- b) if no such catalogue or price list exists the price last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty.

- c) the reasonable cost of fitting such part; and
- d) all parts of the Motor Vehicle under this Policy shall be assumed to be standard parts.

**6. Breakage of Glass in Windscreen or Window**

The Company will indemnify the Insured the full cost of reinstating any glass in the windscreen or windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) without the loss of No Claim Discount.

The insured shall be responsible to pay for the Windscreen Excess amount specified in the Schedule and its applicable Goods and Services Tax for every windscreen claim made.

The cost of the solar film or similar as result of replacing the windscreen is not included unless otherwise stated.

The Company will waive the Windscreen Excess if the claim under this Section is limited to the windscreen glass being repaired instead of replaced.

However, under this Section, the Company shall not be liable for:

- a) damage to sun/moon roofs or any glass panels fixed to the roof of the vehicle or;
- b) repair or replacement of windscreen or other glass panels due to scratches.

**7. Young and/or Inexperienced Driver Excess**

In the event of any claim arising out of this Policy whilst the Motor Vehicle insured hereunder is being driven by:

- a) any person under the age of twenty-five (25);
- b) any person having held a valid driving licence for less than three (3) years; and/or
- c) any person who is the holder of a provisional driving licence.

The Insured in respect of each and every event shall be responsible for the specific Excess as stated in the Policy Schedule. This Excess shall not be applied to loss or damage caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.

**8. Other Excess**

In the event of any claim arising out of this Policy whilst the Motor Vehicle in respect of which indemnity is granted by this Policy is being driven by any person other than:

- a) the persons named in the Policy Schedule; or
- b) a uniformed driver of the Automobile Association.

If any driver is Young and/or Inexperienced under section 1-6, the Young and/or Inexperienced Driver Excess will apply instead.

Excess shall not apply to loss or damage caused by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.

**9. Private Charging Station (for Electric Motor Vehicles only)**

This Policy shall extend to cover the cost of repair or replace the damaged Private Charging Station which is installed with the approval from local authorities within the insured's premises, arising from an Accident but not due to internal mechanical or electrical failure.

Provided always that the Company shall not be liable for any loss, damage, injury or liability to any property and/or person caused by the Private Charging Station whether during normal usage or faulty.

#### **Exception to Section 1:**

The Company shall not be liable in respect of,

- a) loss of use or any consequential loss;
- b) due to wilful intentional or deliberate act by You or anyone authorised by You;
- c) not take all necessary and proper precautions to prevent loss or damage deemed reasonable;
- d) depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages; or
- e) damage to tyres unless damage is caused to other parts of the Motor Vehicle simultaneously in the same Accident

## **SECTION 2 - LIABILITY TO THIRD PARTIES**

This section covers You and Your passenger's legal liabilities arising from an Accident involving the Motor Vehicle insured under this Policy.

### **1. Loss or Damage**

The Company will subject to the limits of liability specified below, indemnify the Insured and any Authorised Driver against all sums including claimant's costs and expenses arising out of an Accident caused by or arising out of the Motor Vehicle which the Insured or Authorised Driver shall become legally liable to pay in respect of:

- a) death of or bodily injury to any person for an unlimited amount in respect of any one claim or series of claims arising out of one event, including Passenger while mounting and dismounting the Motor Vehicle;
- b) damage to property up to \$5,000,000 inclusive of all cost arising out of any one event.

The Company shall not be liable in respect of:

- a) driver is entitled to indemnity under any other Policy;
- b) shall as though the Insured observe, fulfil and be subject to the Terms and Conditions of this Policy in so far as they can apply.

### **2. Expenses**

The Company will pay all reasonable costs and expenses under this Policy incurred in connection with an Accident caused by or arising out of the Motor Vehicle covered with its written consent.

### **3. 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 the request of the Insured and subject to the limit of liability of S\$3,000, pay for legal services for the defence of any charge of causing death by driving the Motor Vehicle other than murder which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be the subject of Indemnity under this Section

However, You must reimburse Us for all legal costs and/or expenses incurred by the Company and We will not pay any cost if driver is convicted or has been charged by authorities for reckless driving, dangerous driving or causing death by deliberate reckless act or murder;

**Exception to Section 2:**

The Company shall not be liable in respect of:

- a) 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) damage to property belonging to or held in trust by or in the custody or control of:
  - i. the Insured or any member of his Household, or
  - ii. any Authorised Driver claiming to be indemnified under Section 2-1 or any member of his Household.
- c) loss or damage to property belonging to Your family household member or anyone employed by You;
- d) damage to any vehicle or any bodily injury caused by any functional part of a fuel or electrical charging station;

**SECTION 3 - MEDICAL EXPENSE**

The Company will indemnify the Insured, the Authorised Driver and/or any passenger of the Motor Vehicle, up to S\$300 for the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained as the direct and immediate result of an Accident to the Motor Vehicle.

**SECTION 4 - PERSONAL ACCIDENT**

The Company undertakes to pay compensation to the Insured or his legal personal representatives and unnamed passengers on the scale provided below for bodily injury sustained by the Insured arising:

- a) in direct connection with the Motor Vehicle, or
- b) whilst mounting into, dismounting or travelling in the Insured Vehicle and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three (3) calendar months of the occurrence of such injury result in:

**Scale of Compensation**

Description	Sum Insured		Notice
	Insured Driver	Unnamed Passengers	
1) Death	S\$20,000	S\$10,000	In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any motor car or motor cars compensation
2) Total and irrecoverable loss of all sight in both eyes	S\$20,000	S\$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	S\$20,000	S\$10,000	
4) Total loss by physical severance at or above the wrist or ankle of ow hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$20,000	S\$10,000	
5) Total and irrecoverable loss of all sight in one eye	S\$10,000	S\$5,000	



6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$10,000	S\$5,000	shall be recoverable under one Policy only.
7) Total disablement from engaging in or giving any attention to such a person's occupation	Not Applicable	S\$50 per week for a period not exceeding 26 consecutive weeks	
8) Maximum aggregate limit for any one occurrence	S\$20,000	S\$10,000	

Provided always that:

- a) the Insured is not less than sixteen (16) or more than sixty-five (65) years of age at the time of such injury;
- b) no weekly compensation shall be payable until the total amount shall have been ascertained and agreed;
- c) 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:
  - i. intentional self injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity or;
  - ii. an Accident happening whilst the Insured Driver or Authorised Driver is under the influence of intoxicating liquor or drugs;
- d) such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person;
- e) no compensation shall be payable if the number of person (including the driver) in the Motor Vehicle at the time of the occurrence exceeds the number stated as the seating capacity in the vehicle log-card and the Company shall be liable only for a pro rata proportion of the compensation which otherwise would be payable.

#### SECTION 5 - NO CLAIMS DISCOUNT PROTECTOR (COMPREHENSIVE PLAN ONLY)

This benefit is available to You if Your No Claim Discount (NCD) entitled in this Policy is 30% or 40% or 50% and the Motor Vehicle continues to be insured with Us.

Your NCD entitlement will be retained if You make no more than one claim on this Policy during the period of insurance. NCD will be reduced from the second and subsequent claim.

Condition of No Claim Discount Protector:

- a) not transferrable to any other insurer on the transfer of the Policy to other insurer;
- b) not available to cases involving the loss of NCD as a result of not reporting or late reporting of Accidents as set out under the Policy;

#### SECTION 6 - LOSS OF USE

This optional benefit will pay You the daily benefit amount as indicated in the Policy Schedule up to five (5) days in any one Period of Insurance for loss of use of the Motor Vehicle during repair as a result of an Accident covered under Section 1 of this Policy and where repair period exceeds three (3) days.

This benefit will not be applicable:

- a) when the repair work is delayed due to non-availability of spare parts;
- b) for return jobs to the workshop due to repair not up to Insured's satisfaction;
- c) for delay in collecting the Motor Vehicle upon completion of repair by the Insured.

If You make a claim for loss of use alone, Your NCD will not be affected.

You are to notify Us of the Accident damage immediately for Us to send an authorised surveyor to assess the damage and certify the repair period. The Loss of Use benefit must be submitted to the Company within thirty (30) days upon completion of repair.

### CONDITIONS AND WARRANTIES

The Company reserves the right not to pay any claim under this Policy when the following Policy conditions are not met.

#### 1. Geographical Area of Cover

This Policy covers the Motor Vehicle:

- a) within the Republic of Singapore;
- b) West Malaysia;
- c) Southern Thailand within eighty (80) km from the border of West Malaysia;
- d) Motor Vehicle crossing the straits between Singapore and Tanjong Belungkor, Johor.

#### 2. Legislation

This Policy is governed by and interpreted in accordance to the following legislation and agreements:

- a) Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) of Singapore;
- b) Road Transport Act 1987 of Malaysia;
- c) Motor Vehicle (Third Party Risks) Rules, 1959 of Malaysia;
- d) Agreement between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore dated 22 February 1975;
- e) Agreement between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968;
- f) Any other agreement pursuant thereto and/or any subsequent revision of the above legislation or agreements.

#### 3. Local Jurisdiction Clause

The indemnity provided herein shall not apply to:

- a) Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of Singapore, Malaysia and Brunei.
- b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic of Singapore, Malaysia and Brunei.

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

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 (Complete full 12 months)	NCD
The preceding year	10%

The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
The preceding five or more consecutive years	50%

If at the time of a claim the NCD is 40% or 50%, the NCD shall be reduced to 10% or 20% respectively at the next renewal of the Policy.

If the NCD is 30% or less, than the whole NCD is rescinded.

If more than one claim is made during any one Period of Insurance, the entire NCD is rescinded irrespective of the percentage earned.

If more than one motor vehicle is described in the Schedule, the NCD shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

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

The NCD is not affected by any notification or information, which the Insured is obliged to provide to the Company unless it is in relation to a Claim made on the Company.

In the event there is a difference between the NCD declared by the Insured and the NCD applicable, the Insured shall pay to the Company any difference in the Premium by the payment due date as set out in the Company's written notice; otherwise, the Company will shorten the Period of Insurance to correspond to the Premium paid by the Insured

**5. Non-Cancellation Clause**

The Company will advise the Hire Purchase Owner(s) upon receipt of instructions from the Insured to cancel the Policy.

**6. Cover While Driven By A Motor Trade**

Notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms of this Policy the insurance granted thereby shall be operative but only so far as it relates to the Insured while the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair only.

**7. Written Notice**

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

**8. Care of Motor Vehicle**

The Insured 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 any driver or employee of the Insured. You must:

- a) maintain the Vehicle in a road worthy condition and compliant with all applicable laws and regulations at all times;

- b) not leaving the Accident scene or leave the Motor Vehicle unattended after an Accident unless:
  - i. You are escorted away by the authorities;
  - ii. After the Motor Vehicle is towed away from the Accident scene.
- c) exchange Your particulars with the third party involved in the Accident;
- d) not to drive the Motor Vehicle after it is damaged before necessary repairs have been carried out after an Accident;
- e) take all necessary precautions which in Our opinion is deemed reasonable.

#### 9. Accident Reporting

- a) In the event of any Accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall report the Accident to the Company or the authorised representative of the Company together with the Accident vehicle for inspection within twenty-four (24) hours of the Accident or by the next working day thereof. Failing so, the Company will reduce Your NCD upon renewal of Your Policy by an additional 10%.
- b) In case of theft or other criminal act which may give rise to a claim under this Policy, the Insured 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 the Insured 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.

#### 10. Claim Procedure

- a) To cooperate with the Company in every step of the claim process following an Accident.
- b) No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company;
- c) The Company shall be entitled at its sole discretion to:
  - i. take over and conduct in the name of the Insured or such person the defence or settlement of any claim;
  - ii. prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise and/or;
  - iii. conduct and settle proceedings as it sees fit.

The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by:

- i. providing all such information and assistance as the Company may require; and
  - 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 the Insured is entitled or intends to claim an indemnity under this Policy for the damage to the Motor Vehicle.
- d) In case damage to the Motor Vehicle is indemnifiable by this Policy the Insured shall decide whether or not to claim for it and if so, shall submit such a claim to the Company **WITHIN FOURTEEN (14) 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.

#### 11. Rights of Recovery

The Company reserve the right to recover any payment from You or any party who incurred the liability and should the Company be obligated to settle a claim by virtue of any applicable law or industry agreement, which without We would have not been obligated to pay.

If the Company have paid for any loss, damage or injury under the Policy:

- a) Your right to recover from another party is subrogated to Us;
- b) should it be determined that the claim was inadmissible under the Policy or the Policy has been void, We reserve the right to seek recovery the amount from You.

#### 12. Goods and Services Tax on Policy Excess/Deductible

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

#### 13. Cancellation (Applicable to all Plans)

The Insured may cancel this Policy at any time during the Period of Insurance by giving each other seven (7) days' notice in writing to the Company. In such event, the Insured is entitled to a return of premium based on the formula below subject to the Company retaining a minimum premium of S\$50, subject to GST.

$$\text{Cancellation by Insured: Premium Refund} = \frac{80\% \text{ of the Premium paid} \times \text{Unused period of insurance (days)}}{\text{*Original Period of insurance (days)}}$$

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

The Company will not refund any premium if:

- a) a claim, including windscreen damage claim, has been paid under this Policy;
- b) Insured has reported a claim, including windscreen damage claim;
- c) the premium for the Policy is not paid yet.

All premium refund will be subject to GST.

If the Policy is cancelled before the effective date of insurance, the Company will charge a minimum premium of S\$50 (subject to GST).

#### 14. Force Majeure

The Company may, on such notice in writing, terminate this Policy if the Company is or becomes prevented from performing its obligation under the Policy due to:

- a) acts of God;
- b) outbreaks of war, hostilities, riot, civil commotion, strikes, acts of terrorism;
- c) the act of any government or authority (including sanctions, embargoes, refusals or revocations of any licence or consent);
- d) outbreak of any communicable disease;
- e) fire, storm, tempest or flood;
- f) default or failure of a third-party; or
- g) any cause or circumstance whatsoever beyond the Company's reasonable control

#### 15. 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 ratable 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 2 of this Policy.

**16. Contracts (RIGHTS OF THIRD PARTIES) ACT 2001**

It is hereby understood 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.

**17. 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 (2) Arbitrators, with one to be appointed in writing by each parties within one (1) calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) 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.

**18. Conditions Precedent to The Company's Liability**

The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**19. PDPA Clause - Individual**

In accordance to the Provisions of the Personal Data Protection Act 2012 ("PDPA"), the UOI's Privacy Notice shall forms part of the Terms and Conditions of this Policy. A copy of UOI's Privacy Notice can be found at [www.uoi.com.sg](http://www.uoi.com.sg).

**20. Policy Owners' Protection Scheme**

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your policy is automatic, and no further action is required from You.

For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

**21. Payment Before Cover Warranty**

1. The premium due must be paid to the Insurer (or the Intermediary through whom this Policy or bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the Intermediary when of the following acts takes place:
  - a) cash or honoured cheque for the premium is handed over to the Insurer or the Intermediary;
  - b) a Credit or Debit Card Transaction for the premium is approved by the issuing bank;

- c) a payment through an electronic medium including the internet is approved by the relevant party;
  - d) a credit in favour of the Insurer or the Intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid the Insurer (or the Intermediary through whom this Policy or bond was effected) on or before the inception date ("the inception date") or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

## 22. Premium Payment Warranty

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Insurer (or the Intermediary through whom this Policy was effected) within sixty (60) days of the inception date of the coverage under the Policy, renewal certificate of cover note.
2. In the event that any premium due is not paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:
  - a) The cover under the Policy, renewal certificate or cover note is automatically terminated immediately after the expiry of the said sixty (60) day period;
  - b) The automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
  - c) The Insurer shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
3. The period of insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Insurer (or the intermediary).

## 23. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom or United States of America.

## 24. Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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 the Insured.

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

## GENERAL EXCLUSIONS

The Company shall not be liable for any loss, damage, accident, injury, liability:

### At the time of Accident:

1. Caused, sustained or incurred
  - a) outside the Geographical Area.
  - b) while the 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 him in charge of any person other than an Authorised Driver;
    - iii. being driven by the Insured or by any person on the order of or with the permission of the Insured while under the influence of intoxicating liquor or drugs;
    - iv. being used or driven when it is not registered under the Road Traffic Act, 1970 or when its registration under the Road Traffic Act, 1970 has been cancelled;
    - v. being in an unsafe or not roadworthy condition;
    - vi. being used to carry goods for payment and/or while on consignment;
    - vii. being used on an airport runway or airport apron area;
    - viii. being used for any motor competition, racing, contest, trailing and all related activities;
    - ix. being used under any form of commercial, leasing, rental and/or hire and reward purpose unless explicit consent is written by the Company;
    - x. being used without actions taken for any manufacturer/dealer's recall or servicing bulletin within the required notice timeframe;
    - xi. being under lawful seizure, repossession of the Vehicle by government, public authority or legal owner;
    - xii. the number of people (including the driver) in the Motor Vehicle exceeds its legal seating capacity.

Provided that conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act (Chapter 276 of the Revised Edition) as reprinted on 15th July 1994 incorporating all amendments up to that date or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception (b) (iii) to apply where the offence was committed at the time of an Accident or event giving rise to a claim under this Policy.

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

2. arising from the use of Autonomous Driving System and assisted driving mode of the Motor Vehicle.
3. arising directly or indirectly to:
  - a) operating the Motor Vehicle with Over-The-Air (OTA) updates that are not approved by the Motor Vehicle's manufacturer or are not in final build, i.e. alpha, beta, and gamma tests builds, as declared by the Motor Vehicle's manufacturer; or



- b) Insured's failure to install and/or accept OTA updates recommended by the Motor Vehicle's manufacturer.
- 4. directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with (except so far as is necessary to meet the requirement of the Legislation):
  - 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 and civil commotion;
  - c) detention, seizure, confiscation or any attempt thereat;

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

- 5. which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
- 6. to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom of any consequential loss;
- 7. whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
- 8. directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

If a law or laws is/are named in a section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading of "Legislation" of 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.

**when the Motor Vehicle is driven by:**

- 9. anyone without a valid licence;
- 10. anyone under the influence of intoxicating liquor or drugs;
- 11. anyone who is driving against medical advice.
- 12. any Named Driver had any insurance terminated in the last three (3) years due solely or in part to a breach of any policy conditions;
- 13. any Named Driver has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months;
- 14. any Named Driver who has been refused, terminated or declined insurance within three (3) years from the commencement date of the policy;
- 15. any Named Driver or Authorised Driver whose licence has been suspended or cancelled within five (5) years from the commencement date of the policy;

**when the Motor Vehicle is:**

- 16. registered under private hire (self-drive or chauffeur) vehicle type with Land Transport Authority of Singapore, LTA.
- 17. incorrect fuelling, incorrect charging, lack of fuel or lack of battery charged to the Motor Vehicle;
- 18. due to deterioration, rust, wear, tear, erosion or other form of corrosion;
- 19. due to tyre or rims unless it is caused by the Motor Vehicle Accident;
- 20. due to motor Vehicle failure and breakdown caused by the manufacturer;

21. caused by any unauthorised or malicious access to the computer systems resulting in any reprogramming of software, introducing of malware, cyber viruses with the intention or effect to cause the Vehicle system to malfunction otherwise than is intended by the Vehicle manufacturer.

## DEFINITIONS

1. **Accessories** means video, audio and other equipment (including electric car charging cables) provided or fitted in/on the Motor Vehicle as standard equipment by the Motor Vehicle manufacturer and/or distributor at the time Your Motor Vehicle was originally bought. Any other additions, unless declared and endorsed under the Policy, will be excluded.
2. **Accident** means an unexpected and unintentional event that is violent, visible and external in relation to the Motor Vehicle.
3. **Advanced Driver Assistance System** means the groups of electronic technologies that assist drivers in driving and parking functions.
4. **Authorised Driver** means any person who drives the Motor Vehicle with Your consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason. For the avoidance of doubt, Authorised Driver include both Named and Unnamed Driver.
5. **Autonomous Driving** means driving the Motor Vehicle with the aid of Advanced Driver Assistance System to reduce intervention of a human driver.
6. **Authorised Workshop** means a panel of workshops which the Company has appointed as per the listing accompanying the Certificate of Insurance, such listing as may be amended or updated by Us from time to time.
7. **Electric & Electronic Components** means any components that are capable of conducting electricity or powered by electricity that forms an integral part of the Motor Vehicle. This includes high and low voltage cables, battery, electric engine, electronic control units.
8. **Excess** means the initial amount each and every claim under the Policy that You must bear, and You are responsible for before any liability under this Policy is payable, irrespective of who is at fault in the relevant Accident. The amount of the Excess and type of Excess is shown in the Schedule.
9. **Household** means all members of Yours or Your Authorised Driver's immediate family i.e. spouse, child or children including legally adopted, parents, brother(s) and sister(s).
10. **Market Value** means the cost of replacing the Motor Vehicle described in the Schedule, with the same make and model, of similar condition and age as currently available immediately before the date of the loss or Accident.
11. **Motor Vehicle** means the motor car described in the Schedule and includes the manufacturer's standard options and Accessories fitted to it, and any other non-standard options or descriptions that are specifically listed in the Schedule. This includes any Electric & Electronic Components fitted to the Motor Vehicle by the manufacturer.
12. **Named Driver** means any person named in the Schedule or Certificate of Insurance under "persons or classes of persons entitled to drive" who:

- a) has permission from the policyholder to use the Motor Vehicle for social domestic or leisure purpose only;
  - b) holds a valid driving licence for at least 3 years in the period immediately preceding from the inception date of the Policy;
  - c) licence has not been suspended or cancelled within the last 5 years from the commencement date of Your Policy or during the period of insurance;
  - d) has not been refused insurance or terminated by any insurance company with the last 3 years from the commencement date of Your Policy or during the period of insurance.
13. **No Claim Discount (NCD)** means the applicable discount of Your premium for not having made a claim or not having any claim made against You by any third party in accordance with the terms of this Policy.
14. **Over-The-Air (OTA) updates** means software updates and settings installed wirelessly such as functionality, performance and safety updates.
15. **Private Charging Station** means Your own electric vehicle supply equipment (Wall boxes), approved by the local authorities, that supplies electrical power for charging plug-in electric vehicles, which You had installed within Your private premises.
16. **Unnamed Driver** means any person who is not named as a Named Driver in the Schedule or Certificate of Insurance but who is Authorised by You to drive the Motor Vehicle who.
17. **Unnamed Driver Excess** means the amount that You must pay as shown in the Schedule, for any claim made in respect of an Accident which occurred when the Motor Vehicle is driven by an Unnamed Driver.
18. **We/ Our/ Us** means United Overseas Insurance Limited ("UOI").
19. **Windscreen** means the front, side, rear and quarter glass but not the sunroof, moonroof or any glass panel on roof of the Motor Vehicle.
20. **You/ Your/ Yourself/ Insured** refers to the Policyholder named in the Policy Schedule or Certificate of Insurance.