

motor

SmartDrive Commercial Motor /  
policy handbook



SmartDrive Commercial

redefining / insurance



## Caring for You

We make every effort to give a high level of service. If on any occasion *Our* service falls below *Your* expectation, the procedure below explains what *You* can do:

- *Your* first point of contact should always be *Your* insurance agent or broker. On the other hand *You* may submit *Your feedback* to the AXA Manager in charge of the matter *You* are raising. *You* may also email *Us* at [customer.care@axa.com.sg](mailto:customer.care@axa.com.sg)
- We will confirm receipt of *Your* written feedback within three (3) working days, whilst We look into the matter *You* raised. We will contact *You* if further information is needed within seven (7) working days of the date of *Your* written complaint, and give *You* a full reply within fourteen (14) working days of *Our* last communication to *You*.
- If the outcome of *Your* complaint is not handled to *Your* satisfaction, *You* can write to:

Chief Executive Officer  
AXA Insurance Pte Ltd  
8 Shenton Way, #24-01 AXA Tower,  
Singapore 068811

We will respond to *Your* appeal within fourteen (14) working days.

- If *You* are dissatisfied with the CEO's response, We will refer *You* to a dispute resolution organisation, Financial Industry Disputes Resolution Centre Ltd (FIDReC), which is an independent organisation. FIDReC's contact details are:

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

**Telephone:** 63278878

**Fax:** 63271089

**Email:** [info@fidrec.com.sg](mailto:info@fidrec.com.sg)

**Website:** [www.fidrec.com.sg](http://www.fidrec.com.sg)

**Important - Please remember to quote *Your* Policy number in any communication with *Your* insurance agent, broker or AXA.**

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# YOUR SMARTDRIVE COMMERCIAL MOTOR POLICY

Welcome to *Your SmartDrive Commercial Motor Policy*

Please read this *Policy* carefully to make sure that *You* understand the terms and conditions, and that the cover *You* require is being given. Do keep it in a safe place.

*Your SmartDrive Commercial Motor Policy* is a contract between *You* and AXA, where the declaration and any other information given form the basis of this contract. It also consists of:

- the information in this *Policy* document,
- *Your Schedule*, which has details about *You*, *Your Motor Vehicle*, the *Period of Insurance* and the type of cover and
- the certificate of insurance, which gives details of the *Authorised Drivers* and the purposes for which *Your Motor Vehicle* may be used.

We recommend that *You* keep the certificate of insurance in *Your Motor Vehicle*. It provides:

- list and contact numbers of AXA Commercial Workshops for *Your* easy reference.
- advice on what to do in the unfortunate event of an *accident* and
- *Our* 24-hour AXA Emergency Assistance Hotline.

Having received and accepted *Your* first premium, and any subsequent premiums, *We* will give the cover shown in the sections of the *Policy* *You* have chosen, up to the *Market Value*, *Sum Insured* or applicable limits of indemnity written in the *Policy* whichever is lower.

*You* are responsible for:

- the completeness and accuracy of information in all statements, claims or documents given by any one of them to *Us* and
- observing the conditions of the *Policy*.

If *You* have any questions after reading these documents, please contact *Your Intermediary* or AXA.

If there are any changes that may affect the cover provided, please tell *Us* immediately.

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## IMPORTANT NOTICE

Please read this document carefully.

The cover under this *Policy* is based on the information given to *Us* in *Your Application* or any subsequent updates.

- If it contains any information that is incorrect, please tell *Us* immediately, or *You* may receive no benefit even if a valid claim is made.
- If *We* do not hear from *You* within fourteen (14) days of the date of issue of this *Policy*, *We* will take it that the information is complete and correct.
- During the term of the *Policy*, please tell *Us* if *You* come to know that any information that *You* have provided *Us* was incorrect or becomes incorrect.
- In the event that the information that *You* provided *Us* becomes incorrect:
  - If the *Policy* has not yet been issued to *You*, *We* may offer cover on different terms or decline it altogether; or
  - If the *Policy* has been issued to *You*, *We* may cancel the *Policy*, refuse to renew the *Policy* or offer to renew the *Policy* on different terms.

**Please be reminded that *You* must fully and faithfully declare to *Us* the facts as *You* know or ought to know, or *You* may receive no benefit from the *Policy*.**

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## POLICY DEFINITIONS

Any word or expression found in the *Policy*, *Schedule* and/or certificate of insurance have these meanings, unless otherwise defined.

TERM	MEANING
<b>Accessories</b>	all video, audio and other equipment provided or fitted in/on <i>Your Motor Vehicle</i> as standard equipment by the Motor Vehicle manufacturer and/or distributor. Any other additions, unless declared and endorsed under the <i>Policy</i> , will not be covered.
<b>Accident</b>	an unexpected and unintentional event that is violent, visible and external in relation to the Motor Vehicle.
<b>Additional Excess</b>	the amount that <i>You</i> have to pay in addition to the Excess applicable in <i>Your Policy</i> .
<b>Application</b>	the proposal form submitted by <i>You</i> or on <i>Your</i> behalf, either electronically or otherwise.
<b>Authorised Driver</b>	any person holding a valid and relevant class of driving licence and given permission by <i>You</i> to drive the Motor Vehicle.
<b>Authorization Letter</b>	letter authorizing AXA Insurance Pte Ltd and/or their designated agent(s) to sign the Discharge Voucher on <i>Your</i> behalf and to take possession of <i>Your Motor Vehicle</i> for delivery purposes.
<b>Authorised Repair Limit</b>	if <i>Your Motor Vehicle</i> is damaged and/or lost in an <i>Accident</i> and the damage and/or loss is covered by <i>Your Policy</i> , <i>You</i> may then authorise the repair provided the estimated cost of the repair is not more than S\$200 (after deduction of the <i>Basic Own Damage Excess</i> ).
<b>Basic Own Damage Excess</b>	the amount shown in <i>Your Schedule</i> which <i>You</i> shall be responsible for each and every <i>Own Damage</i> claim payable.
<b>Endorsement</b>	an authorised variation and/or amendment to <i>Your Policy</i> .
<b>Excess</b>	the applicable <i>Additional Excess</i> and/or <i>All Claims Excess</i> and/or the <i>Vehicle Attachment Excess</i> and/or <i>Basic Own Damage Excess</i> and/or <i>Third Party Excess</i> , as the case might be.

<b>Geographical Area</b>	<p><i>Your Policy covers You and/or Your Motor Vehicle:</i></p> <p>- for buses, in:</p> <p>(a) The Republic of Singapore unless otherwise declared and endorsed under the <i>Policy</i>.</p> <p>- for all other categories of Commercial Vehicles, in:</p> <p>(a) The Republic of Singapore  (b) West Malaysia  (c) That part of Thailand within 50 miles of the border between Thailand and Malaysia.</p>
<b>Immediate Family Member</b>	parents, spouse and children
<b>Intermediary</b>	<i>Your</i> insurance agent or broker
<b>Market Value</b>	the cost of replacing the <i>Motor Vehicle</i> with one of the same make and model, of similar condition, specification and age as prevailing immediately before the <i>Accident</i> .
<b>Motor Vehicle</b>	the vehicle stated in <i>Your Schedule</i> without any change or modification to any parts, <i>Accessories</i> , Windscreen and/or windows, unless otherwise declared with details and endorsed under the <i>Policy</i> .
<b>Named/Unnamed Driver</b>	any person who is named/not named in <i>Your Schedule</i> or Certificate of Insurance who is authorised by <i>You</i> to drive the Motor Vehicle.
<b>No Claim Discount</b>	a discount in <i>Your</i> premium in return for:
	(a) not making or having made a claim, or (b) not having any claim made against <i>You</i> by any third party.
<b>Period of Insurance</b>	means:
	(a) the period of cover shown in <i>Your Schedule</i> (b) and for any further period, for which cover is extended by mutual agreement and endorsed under the <i>Policy</i> .
<b>Policy</b>	means <i>Your Application</i> , this document, <i>Your Schedule</i> , the certificate of insurance and any subsequent Endorsements; all of which should be read together as one contract.
<b>Schedule</b>	the document which reflects details of:
	(a) <i>You</i> , (b) <i>Your Motor Vehicle</i> (c) any Authorised Driver, and (d) any terms and conditions specific to <i>Your Policy</i> .
<b>Sum Insured</b>	the amount reflected as such on <i>Your Schedule</i> .
<b>Theft</b>	means an event where a person intentionally and dishonestly takes <i>Your Motor Vehicle</i> , <i>Accessories</i> or spare parts without <i>Your</i> consent at the time that <i>Your Motor Vehicle</i> , <i>Accessories</i> or spare parts is/are taken.

<b>Third Party Excess</b>	the amount shown in <i>Your Schedule</i> which <i>You</i> shall be responsible for each and every <i>Third Party</i> claim payable.
<b>We/ Us/ Our/ Insurer/ AXA</b>	AXA Insurance Pte Ltd.
<b>Windscreen</b>	Refers to the front, side, rear and quarter glass but not the sunroof or any glass roof of the <i>Motor Vehicle</i> .
<b>You/ Your/Insured/ Policyholder</b>	means the person/people or company named as the Insured in <i>Your Schedule</i> and certificate of insurance.



## SUMMARY OF CORE COVER

The extent of insurance given under this section depends on the type of cover *You* have chosen and which is written in *Your Schedule*. The table below shows a summary of *Your* cover, where applicable.

Cover included	Comprehensive	Third Party, Fire and Theft	Third Party Only
<b>Section 1 Loss or Damage</b>			
a) Accidental Loss or Damage due to Fire	✓	✓	
b) Damage and/or loss by <i>Theft</i>	✓	✓	
c) Damage and/or loss due to an <i>Accident</i> by other covered causes	✓		
Loss of or damage to <i>Windscreen</i>	✓		
Towing to repairers or place of safety following loss covered under the <i>Policy</i>	✓	✓*	
<b>Section 2 <i>Your</i> Liability to Third Parties</b>			
<i>Your</i> legal liability for			
a) death or bodily injury to other people	✓	✓	✓
b) loss or damage to property of other people	✓	✓	✓
c) <i>Your</i> legal costs and expenses	✓	✓	✓
Damage and/or loss to <i>Accessories</i> and spare parts due to <i>Accident</i>	✓	✓*	

\* By fire and/or Theft only.

## SECTION 1: LOSS OR DAMAGE

### (a) Comprehensive cover

If *Your Motor Vehicle* and its *Accessories* and spare parts are damaged and/or lost due to an *Accident*, during the *Period of Insurance* We shall, at *Our* choice:

- repair *Your Motor Vehicle* at any AXA Commercial Workshop assigned by *Us* or replace any part of the *Motor Vehicle* or any *Accessory* or spare part damaged and/or lost; or
- pay the amount of damage and/or loss sustained, so long as the aforesaid damage and/or loss was due to one of the perils listed below:
  - fire, lightning, thunderbolt, explosion, collision,
  - convulsions of nature, including flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm,
  - self-ignition, or
  - riot, strike and malicious damage.

If *Your Motor Vehicle* and its *Accessories* and spare parts are damaged and/or lost due to *Theft* during the *Period of Insurance* We shall, at *Our* choice:

- replace any part of the *Motor Vehicle* or any *Accessory* or spare part damaged and/or lost; or
- repair *Your Motor Vehicle* at any AXA Commercial Workshop assigned by *Us*; or
- pay the amount of damage and/or loss sustained.

### (b) Third party, fire and theft cover

If *Your Motor Vehicle* and its *Accessories* and spare parts are damaged and/or lost due to an *Accident* caused by fire or *Theft* during the *Period of Insurance* We shall, at *Our* choice:

- repair *Your Motor Vehicle* at any AXA Commercial Workshop assigned by *Us* or replace any part of the *Motor Vehicle* or any *Accessory* or spare part damaged or stolen or
- pay *You* the amount of the loss or damage sustained.

### (c) Towing after loss and/or damage

If *Your Motor Vehicle* is unsafe to drive or unable to be driven as a result of an *Accident* or upon recovery after *Theft*, We will pay the reasonable cost of up to S\$200 to move it to an AXA Commercial Workshop assigned by *Us* provided the *Accident* or *Theft* is covered by *Your Policy*.

### (d) Authority to repair

If *Your Motor Vehicle* is damaged in an *Accident* and the damage is covered by *Your Policy*, *You* may then authorize the repair provided:

- the estimated cost of the repair is not more than S\$200 (after deduction of the *Basic Own Damage Excess*) and
- You send Us the original invoice or bill as soon as possible.

**(e) What is not covered**

Your Policy does not insure You against:

- any loss or damage arising as a result of any repairs to Your Motor Vehicle by a workshop not assigned by Us;
- any applicable *Excess* as stated in the *Policy*;
- depreciation, wear and tear to Your Motor Vehicle;
- damage caused by overloading or strain;
- damage caused by explosion of any boiler forming part of or attached to the Motor Vehicle;
- mechanical, electrical or electronic breakdown, failures or breakage;
- damage and/or loss to tyres unless other parts of the Motor Vehicle are damaged and/or lost simultaneously in the same *Accident*;
- loss of use of Your Motor Vehicle or any other indirect or consequential loss;
- loss of or damage to non-manufacturer standard fittings, *Accessories* and spare parts which are not in/on the Motor Vehicle at the time of damage, loss or *Theft*, unless otherwise declared with details and endorsed under the *Policy*;
- any wilful act and/or negligence committed by You or by Your Authorised Driver;
- any damage and/or loss to Your Motor Vehicle if Your claim is lodged after fourteen (14) days of occurrence of the loss which includes the day of the *Accident*. The fourteen (14) days grace period is extended to thirty (30) days if You elect to file Your Third Party claim with any of AXA assigned workshops; or
- any loss arising out of delay in claims settlement due to non-availability or delay in delivery of spare parts.

**Compensation**

We will pay no more than the *Market Value* of the damaged, lost or stolen Motor Vehicle, *Accessories* and/or spare parts plus the reasonable costs of fitting any replacement parts. In the case of total loss or constructive total loss, the maximum amount We will pay is the *Market Value* of the Motor Vehicle at the time of loss or damage. Your Motor Vehicle is considered a total loss if, at the time of loss or damage, We decide that it would not be safe to repair Your Motor Vehicle or a constructive total loss if the cost of repairs exceeds the difference between the *Market Value* and the salvage value of the Motor Vehicle.

In the event that there is a loss or damage to Your Motor Vehicle or its *Accessories* or spare parts requiring a part not obtainable from stocks held in Singapore, We can choose to pay the amount of the loss or damage, Our liability for any such part being limited to:

- the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for Singapore or, if no such catalogue or price list exists, the price last given by the Manufacturer's

Works plus any reasonable cost of transport (other than by air) to Singapore and the amount of the relative import duty; and

- the reasonable cost of fitting such part.

## SECTION 2: YOUR LIABILITY TO THIRD PARTIES

### 1. What is covered

This applies to all types of cover.

#### (a) Your legal liability

##### (i) Injury and damage

As a result of an *Accident* occurring during the *Period of Insurance* and arising out of the use of *Your Motor Vehicle*, *We* shall pay the amount which *You* become legally liable to pay to others in compensation for:

- death of or bodily injury to any person, and
- loss of or damage to property.

##### (ii) Legal representation and services

*We* may, at *Our* choice:

- arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section, and
- undertake the defence in any proceedings against *You* for an act or alleged offence relating to an *Accident* covered by this section of *Your Policy*.

##### (iii) Legal costs and expenses

*We* will pay for any reasonable costs and expenses in connection with an *Accident* that involves *Your* legal liability to others; provided *You* have received *Our* written approval before incurring them.

#### (b) The liability of others

(i) *We* give the same cover against legal liability as *We* give *You* to:

- any *Authorised Driver* driving *Your Motor Vehicle*
- any passengers getting into or out of, or travelling in *Your Motor Vehicle* (but not if they are driving it), and
- *Your* employer while *You* are driving *Your Motor Vehicle* (or other *Motor Vehicle* covered by this *Policy*) for *Your* employer's business.

- (ii) In the event of *Your* death, this cover continues to apply to any member of *Your Immediate Family Member*, paid driver or other person driving *Your Motor Vehicle* if they had *Your* permission to drive it in *Your* lifetime.
- (iii) If anyone (including *You*) who has incurred legal liability and who is covered under this *Policy* dies, *We* will cover his legal personal representatives to the same extent if someone claims against them for that legal liability.
- (iv) This extension of cover to others is given to them only if they:
  - comply with each term and condition of this *Policy* as far as it applies to them; and
  - are not entitled to cover under any other insurance policy.

## 2. What is not covered (only applicable to this section)

This section of *Your Policy* does not insure *You* against claims for:

- (i) death or bodily injury:
  - to a person (including *You*) driving *Your Motor Vehicle*,
  - to any employee employed by any person covered under this *Policy* if the death or bodily injury arises out of and during the former's employment,
  - caused by or arising out of the explosion of a boiler forming part of or attached to the *Motor Vehicle*,
  - caused by or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the *Motor Vehicle* for loading thereon or taking away of the load from the *Motor Vehicle* after unloading therefrom,
  - compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore, and
  - costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore.
- (ii) loss of or damage to:
  - property that belongs to or is in the care, custody or control of or is held in trust by any person covered by this *Policy* or any member of his household,
  - property that is being carried in *Your Motor Vehicle*,
  - any bridge, weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the *Motor Vehicle* or the load carried by the *Motor Vehicle*,
  - property caused by sparks or ashes from the *Motor Vehicle* if it is steam driven,
  - property caused by or arising out of the explosion of a boiler forming part of or attached to the *Motor Vehicle*,
  - compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore, or

- costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore.

### **Compensation**

The maximum amount *We* will pay for legal liability for injury or damage, legal services, and costs and expenses shall not exceed the separate limits of liability for these items shown herein.

Whether there is one (1) claim or several claims arising out of the same *Accident*, the maximum aggregate amount *We* will pay for legal liability for injury or damage, legal services, costs and expenses is as follows:

- death or bodily injury – unlimited,
- loss of or damage to property – \$500,000 unless otherwise declared and endorsed in *Your Schedule*.

# BENEFITS OF SMARTDRIVE COMMERCIAL MOTOR COVER

These benefits:

- **Core Benefits** will apply automatically and will be shown in *Your Schedule*,
- **Optional Benefits** will apply only if *You* have paid an additional premium for each option and such benefits are specifically stated in *Your Schedule* as applicable

Should there be a dispute arising out of or in connection to any of the benefits, *Our* decision shall be final and binding.

## **Core Benefits**

### **1. Our assigned AXA Commercial Workshop**

*Your Motor Vehicle* will be repaired at a workshop assigned by AXA Insurance Pte Ltd.

### **2. Guaranteed Repairs for twelve (12) months**

We guarantee all repairs carried out by an AXA Commercial Workshop against workmanship defects for twelve (12) months. We shall not be liable to indemnify *You* for the costs of any repairs to *Your Motor Vehicle* completed or undertaken by another workshop or repairer. The twelve (12) months warranty commences from the time that *You* take possession of the *Motor Vehicle* after completion of repairs. This warranty is only applicable provided that *You* have a claim which is paid or payable by *Us* according to Section 1 of this *Policy*.

### **3. Cover whilst driven by a Motor Trader**

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms in this *Policy* the Insurance granted thereby shall be operative but only so far as it relates to the *You* whilst the *Motor Vehicle* is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

## **Optional Benefits**

### **1. Personal Accident Benefits**

#### **(a) The Coverage**

If *You* and / or the *insured* parties specified in *Your Schedule* for this benefit suffer death or bodily injury due to an *Accident* while:

- driving *Your Motor Vehicle* or
- travelling in, or getting into or out of, *Your Motor Vehicle*.

We will pay the appropriate compensation for physical disability or death as set out in Table A – Scale of Compensation.

The bodily injury or death must have occurred on the day of the *Accident* and/or any subsequent effects must have occurred within three (3) months of the *Accident* independent of any other cause (except associated medical or surgical treatment).

However, the death or bodily injury or *Accident* must not:

- arise directly or indirectly out of intentional self-injury suicide or attempted suicide,

- (ii) arise directly or indirectly out of a physical defect or infirmity,
- (iii) have happened whilst *You* were under the influence of intoxicating liquor and/or drugs.

This benefit is only applicable provided that *You* have a claim which is paid or payable by *Us* according to Section 1 of this *Policy*.

**(b) The Compensation**

The compensation payable during a *Period of Insurance* under any Injury stated in Table A – Scale of Compensation shall not exceed the *Sum Insured*.

If multiple Injuries (as stated in Table A - Scale of Compensation) are sustained in the same *Accident*, *We* will only pay for the one Injury that gives the highest benefit.

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

**Table A - Scale of Compensation**

Injury		Compensation (% of <i>Sum Insured</i> )
Death		100%
Permanent Total Disablement		100%
Loss of two limbs		100%
Loss of both hands or of all fingers and both thumbs		100%
Total and permanent loss of sight of both eyes		100%
Total paralysis		100%
Injuries resulting in being permanently bedridden		100%
Loss of hand at wrist		100%
Loss of arm	at shoulder	100%
	between shoulder and elbow	
	at and below elbow	
Loss of leg	at hip	100%
	between knee and hip	
	below knee	

PROVIDED ALWAYS that: -

- Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representative whose receipt shall be a full discharge in respect of the injury to such person.



- If the number of persons (including the driver) in the *Motor Vehicle* at the time of the occurrence exceeds the number stated as the seating capacity in *Your Schedule*, We shall be liable only for a pro rata proportion of the compensation which otherwise would be payable.

## 2. Third Party Property Damage Limit

We will increase the Compensation Limit for Loss of or Damage in reference to Section 2 as stated in *Your Schedule*.

## 3. Third Party Working Risk

*Your Policy* is extended to cover *Your liability* to others for any loss or damage to property, bodily injury or death arising from any accident that happens while the equipment is being used.

The limits of indemnity in respect of any one claim or a series of claims arising from any accident are:

- Up to an aggregate of \$100,000 for damage to property unless otherwise stated in *Your Schedule*.
- Unlimited for bodily injury or death to any person

An excess of \$1,000 will apply to each claim or a series of claims arising out of a single accident from the use of the equipment.

For the purposes of this Endorsement, "Equipment" refers to any plant, machinery, equipment, or tool (and its accessories and parts) which is installed on or fixed to the *Motor Vehicle* for purposes other than to help drive the vehicle.

## 4. Airside Extension

*Your Policy* is extended to cover *Your Motor Vehicle* whilst operating within the airside but exclude airport runways of Changi Airport and/or Seletar Airport. The limit of the amount under Third Party property damage and Third Party bodily injury in respect of any one claim or series of claims arising out of one event is limited to S\$100,000 and unlimited respectively.

Under this extension, additional all claims excess of S\$1,000 is applicable for any damage to *Your Motor Vehicle*, Third Party property or death or injury to any person.

Notwithstanding this extension, *Your Policy* does not cover any loss or damage to aircraft and its cargo and any bodily injury to passengers on aircraft and aircrews. Accordingly, all forms of aviation liabilities are absolutely excluded whether directly or indirectly.

Nothing in this extension is extended to cover any accident, loss or damage or liability of any nature arising out of, on and/or in connection with any area which any aircraft and/or parts of aircraft are in anyway transported and/or moved, whether propelled by its own power or otherwise.

Subject otherwise to the terms, exceptions and conditions of this policy.

## 5. Vehicle Attachment

We may pay in cash the amount of the loss or damage or may repair reinstate or replace the Vehicle Attachment or any part thereof. The liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. *Your* estimate of value stated in *Your Schedule* shall be the maximum amount payable in respect of any claim for loss or damage as stated in *Your Schedule*.

For the purposes of this Endorsement, "Vehicle Attachment" refers to any machinery, equipment, or tool (and its accessories and parts) which is installed on or fixed to the *Motor Vehicle* for purposes other than to help drive the *Motor Vehicle*.

#### **6. Wheel Chair Attachment**

We may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Wheel Chair Attachment or any part thereof. The liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. *Your* estimate of value stated in *Your Schedule* shall be the maximum amount payable in respect of any claim for loss or damage as stated in *Your Schedule*.

For the purposes of this Endorsement, "Wheel Chair Attachment" refers to any machinery, equipment, or tool (and its accessories and parts) which is installed on or fixed to the *Motor Vehicle* for purposes other than to help drive the *Motor Vehicle*.

#### **7. Coverage for Crane**

We may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Crane or any part thereof. The liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. *Your* estimate of value stated in *Your Schedule* shall be the maximum amount payable in respect of any claim for loss or damage subject to Boom & Jig Excess as stated in *Your Schedule*.

If this benefit is excluded from *Your Schedule*, We shall be under no liability under the Sections of this Policy in respect of any loss or damage or liability arising out of operation and/or use of the crane which is attached to the Insured vehicle, or loss or damage on/to the said crane.

#### **8. Gap Cover**

In the event of total loss or constructive total loss of the *Motor Vehicle* as covered under Section 1 of this Policy, and the *Market Value* at the time of loss for the *Motor Vehicle* is below the Outstanding Vehicle loan (at the time of loss) for the purchase of *Motor Vehicle*, We will pay for the difference between the outstanding Vehicle loan and the *Market Value* at the time of loss up to the limits of liability as stated in *Your Schedule*.

For the purposes of this Endorsement, "Outstanding Vehicle loan" refers to the outstanding loan amount including interest owing by the Insured to the Finance Company / Hire Purchase Company for the purchase of the *Motor Vehicle* as at the date of total loss of the *Motor Vehicle* but excluding any loan interest or overdue interest, penalties or fines and/or any amounts due in arrears and payable by *You* before the total loss of the *Motor Vehicle*.

Provided always that the total loss or constructive total loss of the *Motor Vehicle* is not due to flood.

We will not pay under this endorsement if the outstanding amount due to the Lessor / Hire Purchase owner has already been discharged.

#### **9. Loan Protection**

In the event of Death or Total Permanent Disability, We shall provide coverage for the total outstanding loan amount on the *Motor Vehicle* stated at the time of policy issuance or actual amount outstanding at the time of the claim whichever is lower.

#### **10. Outbound Excursion / Tour Bus**

*Your Policy* is extended to cover the Geographical Area as stated in *Your Policy Schedule*

Under this extension, additional all claims excess of S\$10,000 is applicable for any damage to *Your Motor Vehicle*, Third Party property or death or injury to any person.

**11. Excess Related Benefit**

**(a) Excess Halved**

*Your Basic Own Damage* and/or *Third Party Excess* under this *Policy* is halved with the payment of an additional premium. Any additional named/unnamed driver excess is not applicable under this benefit.

**(b) Excess Doubled**

*Your Basic Own Damage* and/or *Third Party Excess* under this *Policy* is doubled in exchange with a discount in premium. Any additional named/unnamed driver excess is not applicable under this benefit.

## LIMITATION AS TO USE

*Your Policy* covers *You* only when *Your Motor Vehicle* is being used for the purpose shown in *Your Schedule* and certificate of insurance. *Your Policy* also covers *You* when *Your Motor Vehicle* is being used in connection with its repair and servicing.

## LEGISLATION AND JURISDICTION

### (a) Governing laws and *Our* right of recovery

This *Policy* is governed by the laws of Singapore.

*You* must comply with all relevant laws in the *Geographical Area* where *You* are driving *Your Motor Vehicle*, including but not limited to the following legislations:

- The Motor Vehicle (Third-Party Risks and Compensation) Act (Cap 189) – Republic of Singapore;
- The Road Transport Act 1987 of Malaysia; and
- Any subsequent revisions to the above legislations.

*You* must pay *Us* any amount for which *We* would not otherwise be liable for under this *Policy* under the following agreements:

- The agreement between the Minister for Finance (Singapore) and the Motor *Insurers'* Bureau of Singapore dated 22 February 1975;
- The agreement between the Minister for Transport (Malaysia) and the Motor *Insurers'* Bureau of West Malaysia dated 30 March 1992; and
- Any subsequent revisions to the above agreements.

### (b) Courts of competent jurisdiction

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

## NO CLAIM DISCOUNT

If there is no claim made under this *Policy*, You are entitled to a *No-Claim Discount* (NCD). We will give You a discount on Your renewal premium based on Your NCD. The following table shows how the NCD is set.

Period of Insurance with no claim	NCD
1 year	10%
2 years	15%
3 years or longer	20%

If there is claim made on *Your Policy*, We will reduce the NCD as follows:

Current NCD	NCD after one claim
20%	0%
15%	0%
10% and under	0%

However if You fail to report an *Accident* within 24 hours or by next working day, We will reduce Your NCD as shown in the following table.

Current NCD	NCD after 10% reduction
20%	10%
15%	0%
10% and under	0%

If We approve a transfer of Your interest in this *Policy* to another Party, Your *No Claim Discount* will not be transferred to the other Party.

# CLAUSES AND ENDORSEMENTS

Subject to the terms of the *Policy*, the following clauses and endorsements apply only when they are specifically mentioned in *Your Schedule*.

## 1. Excess Applicable

### (a) Basic Own Damage Excess

The *Basic Own Damage Excess* mentioned in *Your Schedule* applies to all claims for damage and/or loss to *Your Motor Vehicle* due to an *Accident* under this *Policy*.

### (b) All Claims Excess

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this *Policy*, *You* in respect of each and every event shall be responsible for the amount specified in the *Schedule* (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder.

If the expenditure incurred by *Us* shall include the amount for which *You* are responsible hereunder such amount shall be repaid by *You* to *Us* forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the *Motor Vehicle*.

### (c) Named/Unnamed driver Excess

- For all categories of Commercial Vehicles

The following *Additional Own Damage Excess* will apply if *Your Motor Vehicle* is driven by a *Named/Unnamed Driver*.

<i>Named/Unnamed Driver</i>	<i>Additional Own Damage Excess Applicable per Accident</i>
a) Is 22 years old to 24 years old and/or; b) Is 66 years old to 70 years old and/or; c) with driving experience of 1 year to less than 2 years on the relevant classes of driving license	S\$1,000

The following *Additional All Claims Excess* will apply if *Your Motor Vehicle* is driven by a *Named/Unnamed Driver*.

<i>Named/Unnamed Driver</i>	<i>Additional All Claims Excess Applicable per Accident</i>
a) Is 18 years old to 21 years old and/or; b) Is 71 years old and above and/or; c) with driving experience of less than 1 year on the relevant classes of driving license	S\$2,000

- **For Buses**

The following *Additional All Claims Excess* will apply if *Your Motor Vehicle* is driven by a *Named/Unnamed Driver*.

<i>Named/Unnamed Driver</i>	<i>Additional All Claims Excess Applicable per Accident</i>
a) Is 18 years old to 26 years old and/or; b) Is 66 years old and above and/or; c) with driving experience of less than 1 year on the relevant classes of driving license	S\$2,000

This Clause is not applicable if the loss or damage to *Your Motor Vehicle* is caused by fire, external explosion, lightning or *Theft*.

In the event of any payment made by *Us*, *We* reserve the right to claim from *You* any *Excess* that ought to have been borne by *You* under this clause.

## 2. **Windscreen Coverage**

*We* will pay for the replacement cost of any glass in the Windscreen or window of *Your Motor Vehicle* following damage of such glass if there is no other damage to *Your Motor Vehicle*. Such payment will not affect Your No Claim Discount.

For Windscreen replacement, the Windscreen will be replaced with an original or original equipment manufacturer (OEM) Windscreen. The Windscreen excess, as stated on *Your Policy*, will be applicable for Windscreen replacement.

## 3. **Authorised Driver(s) due to death of the insured**

If the insured dies, this *Policy* covers any *Immediate Family Member* or a paid driver and any other person who has been driving the *Motor Vehicle* during the life of the *insured* and for whom permission to drive had not been withdrawn before their death.

Provided that the person driving is allowed to, according to the licensing or other laws or regulations to drive the *Motor Vehicle* or has been so allowed and is not disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the *Motor Vehicle*.

## 4. **Hire Purchase**

The Owners as stated in *Your Schedule* are the owners of the *Motor Vehicle* which is subject to a Hire Purchase Agreement made between the owners and *You*. Any payment made for loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under **Section 1 – Loss or Damage** of this *Policy* shall be made to the owners and their receipt shall be a full and final discharge to *Us* for such loss or damage.

Even if any terms in the Hire Purchase Agreement are to the contrary, this *Policy* is issued to *You* (as stated in *Your Schedule*) as the principal party and not as agent or trustee for the owners. Nothing in this *Policy* shall be interpreted as making *You* an agent or trustee for the owners or as an assignment (whether legal or equitable) by *You* to the owners of *Your* rights, benefits and claims under this *Policy*. Lastly, *You* shall not assign *Your* rights, benefits and claims under this *Policy* without *Our* prior approval in writing.

## 5. **Leasing Endorsement**

The Finance Company as stated in *Your Schedule* and referred to here as the “lessors” are the owners of the *Motor Vehicle* which is subject to a Leasing Agreement made between *You* and the lessors. Any payment made for loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under **Section 1 – Loss or Damage** of this *Policy* shall be made to the lessors as long as they are the owners of the *Motor Vehicle* and their receipt shall be full and final discharge to *Us* for such loss or damage.

Even if any terms in the Leasing Agreement are to the contrary, this *Policy* is issued to *You* (as stated in *Your Schedule*) as the principal party and not as agent or trustee for the lessors. Nothing in this *Policy* shall be interpreted as making *You* an agent or trustee for the lessors or as an assignment (whether legal or equitable) by *You* to the lessors of *Your* rights benefits and claims under this *Policy*. Nothing in this *Policy* shall be interpreted as creating or vesting any right in the lessor to sue *Us* in any capacity.

## 6. **Employers' Loan**

The Employer, as stated in *Your Schedule*, has an interest in any payments which would otherwise be payable to *You* under this *Policy* for loss of or damage to the *Motor Vehicle* (which loss or damage is not made good by repair reinstatement or replacement) under **Section 1 – Loss or Damage**. Any payments under **Section 1 – Loss or Damage** shall be paid to the employer until notice is given by them to *Us* that they have no further financial interest in the *Motor Vehicle*, and their receipt shall be a full and final discharge to *Us* for such loss or damage.

Nothing in this *Policy* shall modify or affect the rights and liabilities of *You* or AXA respectively.

## 7. **Consent of legal owner for cancellation**

We will obtain the approval of the legal owner stated on *Your Schedule* before the cancellation of this *Policy*:

- If *We* have received from *You* such cancellation instructions; or
- If *You* propose any changes to the terms of this *Policy* that require its cancellation.



# GENERAL EXCLUSIONS

(Applicable to the whole Policy)

## 1. You are not covered if:

- (a) *Your Motor Vehicle* is driven outside the stated *Geographical Area*,
- (b) *Your Motor Vehicle* is being used to transport explosives, liquefied petroleum, gases, inflammable liquids and/or chemicals,
- (c) *Your Motor Vehicle* is working on airport runways unless otherwise declared with details and endorsed under *Your Policy*,
- (d) *Your Motor Vehicle* is used for any purpose other than that shown in *Your Policy*,
- (e) *Your Motor Vehicle* or any of its *Accessories*, *Additional Undeclared Accessories* or spare parts are stolen due to the lack of reasonable care, including but not limited to situations where the *Motor Vehicle* is left unlocked or unsecured,
- (f) *Your Motor Vehicle* is driven when it is not registered under the Road Traffic Act 1985 or when the registration has been cancelled under the relevant terms of the Road Traffic Act 1985, as amended from time to time,
- (g) *Your Motor Vehicle* is driven by a person who is not an *Authorised Driver*,
- (h) the person (including *You*) driving the *Motor Vehicle*:
  - does not have a driver's licence (including the relevant classes) when needed to by law to have one,
  - is under suspension or disqualification from driving, or
  - is under the influence of intoxicating liquor or drugs.

Any conviction against the driver for an offence under the Road Traffic Act (Cap. 92, 1985 Ed.) and/or any legislation or laws prohibiting the abuse of drugs and/or influence of intoxicating liquor, shall be conclusive evidence for the last mentioned exclusion to apply where the offence was committed at the time of an *Accident* or event giving rise to a claim under this *Policy*.

- (i) *You* have taken on a liability by any agreement, which would not have existed if the agreement had not been made,
- (j) an *Accident*, loss, damage, death, injury or legal liability arises that is directly or indirectly due to:
  - any change in the nature of the risk which *We* have not agreed in writing to cover,
  - actual or attempted confiscation, seizure or detention by any lawful authority,
  - radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission,
  - nuclear weapons material,
  - any wilful act and/or negligence of *You* or that of *Your Authorised Driver*,
  - Criminal Breach of Trust

- (k) *Your Motor Vehicle, Accessories, Additional Undeclared Accessories* or spare parts was/were procured through fraud, illegally obtained proceeds or other illegal means.

If a claim is made, the person making the claim shall have to prove that the *Accident*, loss or damage arose independently and was in no way connected with, contributed to by or traceable to any of the above occurrences as set out in this General Exclusion 1.

## **2. Contracts (Rights of Third Parties) Act 2001**

A person or any entity who is not a party to this *Policy* shall have no right under the Contracts (Rights of Third Parties) Act 2001 and any subsequent revisions made to enforce any of its terms, subject otherwise to all other terms and conditions of the *Policy*.

## **3. War and Civil Exclusion Clause**

This *Policy* does not cover any liability assumed by *You* for loss or damage directly or indirectly caused by, happening through or because of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popularising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, or any act of any person or people acting for or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto-government by terrorism or by any violent means.

## **4. Terrorism Exclusion Clause**

This cover excludes loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or due to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of that, of any person or group(s) of people, whether acting alone or for or due to any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

Also not covered are loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or due to any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

## **5. Transit Clause**

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary *We* shall not be liable whilst the *Motor Vehicle* is in transit (including loading and unloading) between: -

- (a) Singapore and her offshore islands
- (b) West Malaysia and her offshore islands other than Penang.

# GENERAL CONDITIONS

(Applicable to the whole Policy)

## 1. Condition Precedents and Warranties

- (a) In the event that *Your Motor Vehicle* was previously insured with another insurer, it is a condition precedent to this *Policy* that *You* provide *Us* with:
  - (i) a written confirmation from *Your* previous insurer that *You* have paid all outstanding premiums on *Your* previous policy; and
  - (ii) a declaration of all instances of non-payment of premium under *Your* previous policy.
- (b) *You* further warrant that *You* have not had any insurance on *Your Motor Vehicle* terminated in the last 12 months solely or in part due to non-payment of any premium.

## 2. Your responsibilities before cover starts

Before *We* give cover, *You* must tell *Us* everything *You* know (or could reasonably be expected to know) that may be relevant to *Our* decision as to whether to issue *You* this *Policy*. This is a legal requirement, and it also applies at each renewal of the *Policy*.

*You* must tell *Us* immediately of any changes in the information *You* have given *Us* earlier.

In the event that the information that *You* provided *Us* becomes incorrect:

- (a) If the *Policy* has not yet been issued to *You*, *We* may offer cover on different terms or decline it altogether; or
- (b) If the *Policy* has been issued to *You*, *We* may cancel the *Policy*, refuse to renew the *Policy* or offer to renew the *Policy* on different terms.

## 3. What You need to do

*You* must:

- (a) keep *Your Motor Vehicle*, its *Accessories* and spare parts in a suitable condition and take reasonable *care* to safeguard them from loss or damage,
- (b) allow *Us* full access to:
  - examine *Your Motor Vehicle* or
  - any *Authorised Driver*,
- (c) keep to all the Conditions set out in *Your Policy*,
- (d) comply with all relevant laws in the *Geographical Area* where *You* are driving *Your Motor Vehicle*,
- (e) comply promptly with any requirements of public authorities,
- (f) tell *Us* immediately:
  - if there is any change in *Your Motor Vehicle* or in the nature of the risk,
  - if *You* no longer have any interest in *Your Motor Vehicle*,

- if *You* take out any other insurance which covers *Your Motor Vehicle* or provides liability against similar risks,
- (g) make sure that any *Authorised Driver* or any person in charge of *Your Motor Vehicle* understands *Your* duties under the *Policy* and complies with its conditions as far as they apply to them.

#### **4. Cancelling *Your Policy***

*You* may cancel this *Policy* by giving *Us* notice in writing.

*We* may cancel this *Policy* by giving *You* seven (7) days' notice in writing by registered post to *Your* last known address.

*We* will less off the amount to cover the period for which *You* were covered and refund 80% of the remaining premium.

For either of the conditions mentioned above, under *Your Policy* during the *Period of Insurance* *We* will not refund any premium if:

- *You* have reported a claim, or
- *We* have paid a claim, or
- *You* have an outstanding liability.

Upon cancellation of the *Policy*, *You* shall delete and/or destroy all copies of the certificate of insurance in *Your* possession, including but not limited to any computer, database or document retrieval system into which the certificate of insurance has been stored, and shall be deemed to have done so. *You* shall not represent or hold *Yourself* out as being covered by the policy as of the date of cancellation of the *Policy*.

#### **5. Legal owners**

If someone else is the legal owner of *Your Motor Vehicle* by virtue of a financial or leasing contract with *You*, and *We* have been informed of this fact, *We* will tell them when *We* cancel the *Policy*.

#### **6. Interests of other people**

*You* must not change or assign *Your* interest in the *Policy* to another person without first obtaining *Our* written approval.

If anyone else has an interest in *Your Policy* (for example, the legal owner of *Your Motor Vehicle* through a hire purchase or leasing agreement or employer's loan), *We* are bound to extend the insurance to them only after *You* have informed *Us* about their interest in writing and *We* have agreed in writing to enter their name and interest on *Your Policy*.

However, *Our* doing so does not make *You* an agent or trustee for them or assign *Your* rights and interests to them.

#### **7. Changing *Your Policy***

*You* may request *Us* to change a term in *Your Policy*. The change takes place only when *We* confirm it in writing to *You* or endorse it on *Your Schedule*, and *You* pay any additional premium that *We* require.

## 8. Mediation /arbitration

*You* and AXA agree that all disputes arising out of or in connection with this *Policy* including any question regarding its existence, validity or termination shall be referred to the Singapore Mediation Centre for settlement by mediation according to the Mediation Procedure for the time being in force. The parties agree to take part in the mediation in good faith and agree to abide by the terms of any settlement reached.

If the dispute cannot be resolved through mediation, the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this clause.

## 9. Other insurance

Even if *You* make a valid claim for damage or loss, *We* are nonetheless not liable to pay or contribute any sum if *You* have other insurance covering the same damage or loss.

This *Policy* does not give cover to other people if they are covered under any other insurance *Policy*.

## 10. What can affect *Your* rights

If *You* do not meet any of the conditions of *Your Policy*, it may affect the coverage and benefits under this *Policy*.

## 11. Payment before cover warranty (applicable for individual *Insured*)

For the cover in this *Policy* to be valid the total premium due must be paid and received in full by *Us* or the Intermediary through whom this *Policy* was effected on or before the start of the cover under the *Policy*, renewal certificate, or *Endorsement*.

If the total premium due is not received in full by *Us* or the Intermediary through whom this *Policy* was effected on or before the start date, then the *Policy*, renewal certificate, or *Endorsement* shall be deemed to be cancelled immediately and no benefits shall be payable by *Us*.

Any payment received afterwards shall not affect the cancellation of the *Policy*, renewal certificate or *Endorsement*.

## 12. Premium Warranty clause (applicable for non-individual *Insured*)

For the cover in this *Policy* to be valid, the total premium due must be paid and received by *Us* or the Intermediary through whom this *Policy* was effected:

- (i) For a *Policy* or renewal certificate - within sixty (60) days from the start date of the *Period of Insurance*.
- (ii) For an *Endorsement* - within sixty (60) days of the date of issue or the *Period of Insurance* stated in the *Endorsement*, whichever date is later.

If the total premium is not received in full by *Us*, or the insurance intermediaries through whom this *Policy* was effected on or before the above deadlines the insurance cover is automatically cancelled from the next day without notice. In such a case, the insurance cover is valid only for the period before the cancellation date. A premium is chargeable for this period of cover subject to a minimum sum of S\$53.50 (inclusive of GST).

The premium must be paid and received in full by *Us* or the insurance intermediaries through whom this *Policy* was effected within the *Period of Insurance* if it is for not more than sixty (60) days.

### **13. 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 needed 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 *Your insurer* or visit the General Insurance Association or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

### **14. Sanction Clause**

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *Us* to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Singapore.

### **15. Illegality Clause**

Under no circumstances shall this contract of insurance be deemed to provide cover and no liability be incurred to pay or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would cause *Us* to be in breach of, or expose *Us* to any prohibition, or restriction under the laws or regulations of Singapore.

# CONDITIONS APPLICABLE TO CLAIMS

(Applicable to the whole Policy)

## 1. Your Responsibilities when making a claim:

### (a) What You must do:

If an event happens that might lead to a claim being made under this *Policy*, You must:

- do everything You can to limit and prevent further loss, damage or injury,
- together with the *Motor Vehicle*, go to Our authorised workshop / approved reporting centre and report the *Accident* within 24 hours of the *Accident* or by the next working day,
- give immediate notice of *Theft* or other criminal act which may give rise to a claim to Us and the police and co-operate with Us in securing the conviction of the offender,
- inform Us or forward to Us, unanswered, every letter, claim, writ, summons and process at once upon receipt. Notice shall also be given to Us at once after You or any people claiming to be covered by the *Policy* shall have knowledge of any impending prosecution, inquest, inquiry, or offer of compensation due to any such *Accident* and / or occurrence,
- decide whether to claim under Your *Policy* or against the third party and if the former shall submit such a claim to Us with all relevant facts and documents within fourteen (14) days of occurrence or discovery of damage, inclusive of the day of the *Accident*,
- allow Us the right to examine the nature and extent of all damage to the *Motor Vehicle* before it is repaired. We shall have this right whether You are entitled or intend to claim an indemnity under this *Policy* for the damage to the *Motor Vehicle* covered,
- give Us any information and help We may need in handling the claim. This may include, but is not limited to, attending Court to give evidence.

### (b) What You must not do

If an event happens that might lead to a claim being made against Us, You must not:

- leave Your *Motor Vehicle* unattended without taking proper precautions to prevent further loss or damage due to an *Accident*,
- continue to drive Your *Motor Vehicle* after it is damaged if such damage involves mechanical, electrical and electronic parts before necessary repairs have been carried out. In such an event, We shall not be liable for any further damage,
- carry out repairs to Your *Motor Vehicle* beyond the given *Authorised Repair Limit* or dispose of any damaged property until We have had the opportunity to inspect it,
- admit liability to anyone or in any other way prejudice Your and/or AXA's rights and interest under the *Policy*,
- negotiate, pay or settle a claim with anyone without Our prior written approval.

## 2. What We may do if a claim is made

### (a) If an event happens that causes loss, damage or injury, We may:

- Take over and conduct in *Your* name the defence or settlement of any claim made against *You*. We have the full right to decide on how the defence is conducted or a claim settled.
- Represent *You* at any inquest or official inquiry.

If We pay *Your* claim, We have the right to proceed in *Your* name against any person responsible for the loss, damage or injury. *You* must not do anything which limits *Our* right to do so. This action will be taken at *Our* own expense.

Once We have paid up to the limit as stated in the Policy Schedule for property damage during a *Period of Insurance* under **Section 2 – Your Liability to Third Parties**, We are not obliged to continue to conduct the defence or settlement of a claim made against *You* by any other person for damage to his property.

### (b) Payment to legal owners

If *Your Motor Vehicle* is owned by someone else (for example, under a hire purchase or leasing agreement or an employer's loan) and the legal owner is named in the *Policy*, We may pay the claim, for loss of or damage to *Your Motor Vehicle* (which is not made good by repair, reinstatement or replacement) directly to such legal owner. Their acceptance shall absolve *Us* of and release us from any and all further liability.



## AXA: A World Leader in Financial Protection

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  - Provide health and personal protection coverage for their families or employees
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- Interbrand's No. 1 global insurance brand for the 7<sup>th</sup> year running
- Over 170 years of local experience in Asia

### AXA Insurance Singapore 2015

- Leading General Insurer in Singapore
- Business ranking
  - No. 1 in Work Injury Compensation Insurance)
  - No.2 in Motor, Health, Engineering, Cargo

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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 your insurer or visit the GIA or SDIC website ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg))