## IMPORTANT NOTICE

The Insured is requested to read the Policy. If any error or misdescription be found, please return the Policy for correction.

An Insurance Contract is one of good faith where you, the Insured is aware of all material facts. The material facts are defined as those facts which would enhance the risk that we, as the Insurer is undertaking as well as other information material to the risk which the Insurer would want to know.

Consequent to the above, we would remind you that you must disclose to us, fully and faithfully, in keeping with Section 23(5) of the Insurance Act (CAP 142) all material facts, that you know or ought to know which would enhance the risk as well as other information material to the risk which the Insurer would want to know. Otherwise, you may not receive any benefit from your policy. Please also read the Conditions section of this Policy.

# ERGO PRIVATE MOTOR CAR POLICY

**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 **ERGO INSURANCE PTE. LTD.** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**Now This Policy Witnesseth** that the Company will indemnify the Insured 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).

### SECTION I – LOSS OR DAMAGE

1. (a) The Company will indemnify the Insured against accidental loss of or damage to the Motor Car and its accessories and spare parts 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 or across the Straits between Changi Point, Singapore and Tanjong Berlungkor, Johore.

   (b) At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Car or any part thereof or its accessories or spare parts.
   The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value, which includes the residual COE/PARF value, of the Motor Car at the time of the loss or damage. Market Value represents the cost of replacing the Motor Car with a vehicle of the same make and model, in similar condition, specification and age to the Motor Car immediately prior to the accident. The market value will be subject to the excess applicable under the policy.

2. If the Motor Car is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

3. The Insured may authorize the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that
   (a) the estimated cost of such repair does not exceed the Authorized Repair Limit of S$300
   (b) a detailed estimate of the cost is forwarded to the Company without delay.

### EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for
(a) loss of use or any other consequential loss
(b) depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages
(c) damage to tyres unless damage is caused to other parts of the Motor Car simultaneously in the same accident.

**SECTION II – LIABILITY TO THIRD PARTIES**

1. The Company will subject to the Limits of Liability indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
   (a) death of or bodily injury to any person
   (b) damage to property

   where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Car.

2. The Company will subject to the Limits of Liability indemnify any Authorized Driver who is driving the Motor Car against all sums including claimant's costs and expenses which such Authorized Driver shall become legally liable to pay in respect of

   (a) death of or bodily injury to any person
   (b) damage to property

   where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the Motor Car.

   Provided that such Authorized Driver
   (i) is not entitled to indemnity under any other policy
   (ii) shall as though he were the Insured observe, fulfil and be subject to the Terms and Conditions of this Policy insofar as they can apply.

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

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

5. The Company may at its own option
   (a) arrange for representation at any inquest or any fatality inquiry including a Coroner's 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 pay subject to the Limits of Liability for legal services for defence of any charge of causing death by driving the Motor Car 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.

**EXCEPTIONS TO SECTION II**

The Company shall not be liable and / or This Policy does not cover liability of the Insured and / or the Authorised Driver in respect of

(a) death arising out of and in the course of his or her employment, of a person in the employment of a person insured by the policy or of bodily injury sustained by such a person arising out of and in the course of his or her employment

(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
   (ii) any Authorized Driver claiming to be indemnified under Section II – 2 or any member of his household.

**SECTION III – MEDICAL EXPENSES**

The Company will subject to the Limits of Liability in respect of each person injured pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or Authorized Driver or any passenger of the Motor Car as the direct and immediate result of an accident to the Motor Car.

**SECTION IV – PERSONAL ACCIDENT BENEFITS**

The Company undertakes to pay compensations to the Insured or his personal representative on the scale provided below for bodily injury sustained by the Insured

(a) in direct connection with the Motor Car or

(b) whilst mounting into or dismounting from or travelling in the Motor Car 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 calendar months of the occurrence of such injury result in

| | | **Scale of Compensation** | |
|---|---|---|---|
| (1) | Death | S$50,000 | In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any other motor car or motor cars compensation shall be recoverable under one Policy only. |
| (2) | Total and irrecoverable loss of all sight in both eyes | S$50,000 | |
| (3) | Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot | S$50,000 | |
| (4) | Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye | S$50,000 | |
| (5) | Total and irrecoverable loss of all sight in one eye | S$25,000 | |
| (6) | Total loss by physical severance at or above the wrist or ankle of one hand or one foot | S$25,000 | |

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

**PROVIDED ALWAYS that**

(a) the Insured is not less than 16 or more than 65 years of age at the time of such injury

(b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity or (2) an accident happening whilst the Insured is under the influence of intoxicating liquor or drugs.

**LIMITS OF LIABILITY**

| | |
|---|---|
| Limit of the amount of the Company's liability under Section I-2 | S$300 |
| Limit of the amount of the Company's liability under Section II-1(a) or 2(a) in respect of any one claim or series of claims arising out of one event | Unlimited |
| Limit of the amount of the Company's liability under Section II-1(b) or 2(b) in respect of any one claim or series of claims arising out of one event | S$5,000,000 |
| Limit of the amount of the Company's liability under Section II-5(c) in respect of legal services for defence in the event of any charge | S$3,000 |
| Limit of the amount of the Company's liability under Section III in respect of each person injured arising out of one accident | S$500 |

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

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

**LEGISLATION**

Motor Vehicles (Third Party Risks & Compensation) Act (Cap.189) (Republic of Singapore) Road Transport Act, 1987 (Malaysia) (the reference to Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 7, 8 and 9 of the Singapore Act and Sections 94, 95 and 96 of the Malaysian Act.
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.

**GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

1. any accident loss damage or liability caused sustained or incurred
   - (a) outside the Geographical Area
   - (b) whilst any Motor Car 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 the charge of any person other than an Authorized Driver
     - (iii) being driven by any person whether it be the Insured himself or any person on his order or with his permission whilst under the influence of intoxicating liquor or drugs to such an extent as to be incapable of having proper control of the vehicle as defined in the Road Traffic Act (and subsequent amendments)
     - (iv) being used or driven when it is not registered under the Road Traffic Act (and subsequent amendments) or when its registration under the Road Traffic Act (and subsequent amendments) has been cancelled
     - (v) being used for car-pooling
     - (vi) involved in any illegal or unlawful acts

2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with

   - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
   - (b) strike riot civil commotion
   - (c) detention seizure confiscation or any attempt thereat
   - (d) flood typhoon hurricane cyclone tornado volcanic eruption earthquake or other convulsion of nature 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 consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim

3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

4. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from 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

5. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

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

**AUTHORIZED DRIVER AND LIMITATIONS AS TO USE**

As described in the Certificate of Insurance

**NO CLAIM DISCOUNT**

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

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

If at the time of a claim No Claim Discount is 40% or 50%, the No Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy. If the No Claim Discount is 30% or less then the whole No Claim Discount is rescinded.

If more than one claim is made during any one period of insurance the entire No Claim Discount is rescinded irrespective of the percentage earned.

If more than one motor car is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor car.

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.

**GEOGRAPHICAL AREA**
The Republic of Singapore, West Malaysia, and that part of Thailand within 80km (50 miles) of the border between Thailand and West Malaysia

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

**CONDITIONS**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

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

3. (a) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain the Motor Car in an efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured.

   (b) In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Car shall be excluded from the scope of indemnity granted by this Policy.

   (c) Any modifications to the Motor Car away from the standard manufacturer specifications, including but not limited to those that require approval by the Land Transport Authority, must be declared to the Company.

4. (a) In the event of any accident involving the Motor Car, irrespective of whether it would give rise to a claim, the Insured shall report the accident within 24 hours of the accident, or by the next working day thereof, by taking one of the following steps:

   (i) Call the Company's 24-hour motor accident response and assistance hotline at 6100-1620, or

   (ii) Together with the Motor Car, visit one of the Company's Approved Reporting Centres.

   (b) If damage to the Motor Car is indemnifiable by this Policy, the Insured shall decide whether or not to claim for such damage under this Policy and, if so claiming, shall submit such a claim to us within fourteen (14) days of occurrence or discovery of damage.

   (c) 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

   (d) 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. The Insured or any person claiming to be indemnified must give his/her full co-operation to any investigation the Company deems necessary.

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

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

- The Accident NCD to be applied first before the Non-Reporting NCD

In the context of this clause the following terms have the following meanings assigned to them

| | | |
|---|---|---|
| • | Accident NCD | - Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident |
| • | Non-Reporting NCD | - Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy. |

5. 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 which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for its own benefits any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the full settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at the Insured's last known address and will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force which amount the Insured has become liable to pay.

   The Insured may also cancel this Policy by giving seven days' notice to the Company and shall be entitled to a return of the premium paid less the premium computed at the Company's Cancellation Rates for the period the Policy has been in force which amount the Insured has become liable to pay. Refund premium is based on 80% of the pro-rata premium for the unexpired period for Private Car.

   Provided always that in each event no claim (inclusive of windscreen claim) has arisen prior to the cancellation.

7. 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) of Section II-2 of this Policy.

8. (a) All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing 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.

   (b) If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of the disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not 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.

You are also requested to read the IMPORTANT NOTICE at the head of this policy document. The Company (ERGO) would urge you to read the Conditions so that you will have a clear idea of the significance of answering the questions in the proposal form with accurate and truthful statements. For avoidance of doubt any clarifications which you may require should be addressed directly to us by you or through the Intermediary.

**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 ERGO Insurance Pte. Ltd. or visit the GIA or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).

**DATA PRIVACY**

The Insured Person(s) understand, acknowledge, agree and consent that:

ERGO Insurance Pte. Ltd. (ERGO) may/will collect, use, disclose and/or process the Insured Person(s) personal information set out in the proposal form and any other information provided by the Insured Person(s) or possessed by ERGO for the purpose of enabling ERGO to provide the Insured Person(s) with services required of an insurance provider, such as evaluating, processing, administering, and/or managing of the Insured Person(s) relationship and policies with ERGO. This includes among other things Policy servicing, processing, investigating, handling, administering and/or settling the Insured Person(s) claim with ERGO or other insurers;

ERGO may/will disclose and transfer the Insured Person(s) personal information to third parties, including but not limited to its affiliates, representatives, agents and third party service providers, lawyers/law firms, whether located within or outside Singapore, for one or more of the above purposes, and the said third parties may/will subsequently collect, use, disclose and/or process the Insured Person(s) personal information for one or more of the above purposes;

If personal information of third parties (e.g. information of Insured Persons, beneficiaries, beneficial owners, dependents, customers, payees and/or employees) is provided to ERGO, the provider of such personal information represents and warrants to ERGO that prior consents have been obtained from each of the third parties to provide such information.

Note: Please refer to the full version of Our Data Privacy Policy found at https://www.ergo.com.sg/pdpa.

**MOTOR INSURANCE CYBER EXCLUSION**
**Exclusion of malicious acts applicable to Section I and Section II**

This Section of your insurance policy does not cover any loss, theft, damage, impairment, disablement or loss of use of your vehicle, or any legal liability arising from death, bodily injury or third party property damage, caused deliberately or maliciously by:

1. the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
2. the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
3. any computer virus, ransomware, code or software;
4. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
5. any threat, deception or hoax relating to 1., 2., 3., and/or 4. above.

LMA5440
15 September 2020