



ECICS Limited

(Member of IFS Capital Group)

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COMMERCIAL VEHICLE MOTOR INSURANCE POLICY

IMPORTANT NOTICE

This Policy contains a Premium Warranty Clause. Coverage under this Policy will be automatically terminated pursuant to the terms of the Premium Warranty Clause if the premium is not paid in full within a specified period from the commencement of the cover.

STATEMENT Pursuant to Section 25(5) of the Insurance Act - We would remind you that you must fully and faithfully declare to us the facts you know or ought to know, otherwise you may not receive any benefit from your 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 ECICS Limited (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 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), the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

SECTION I – LOSS OR DAMAGE

1. The Company will indemnify the Insured against loss of or damage to the motor vehicle and its accessories and spare parts whilst thereon:
 - (a) by accidental collision or overturning or collision or over turning consequent upon mechanical breakdown or consequent upon wear and tear;
 - (b) by fire, external explosion, self-ignition or lightning or burglary, housebreaking, or theft;
 - (c) by malicious act; or
 - (d) whilst in transit (including the processes of loading and unloading incidental to such transit) by
 - (i) road, rail, inland waterway, lift, or elevator;
 - (ii) direct sea route across the straits between the island of Penang and the mainland; or
 - (iii) direct sea route across the straits between Changi Point, Singapore and Tanjong Berlungkor, Johore
2. 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 Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.
3. If the Motor Vehicle 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 of the repaired Motor Vehicle to the Insured thereafter within the country where the loss or damage was sustained.
4. 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 does not exceed the Authorised Repair Limit; and
 - (b) a detailed estimate of the cost is forwarded to the Company without delay

5. 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 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 Motor Vehicle's manufacturer or his 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 authorized workshops and/or distributors plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of any relative import duty; and
 - (c) the reasonable cost of fitting such part.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (i) consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
- (ii) damage caused by overloading or strain;
- (iii) damage caused by explosion of any boiler forming part of attached to or on the Motor Vehicle; or
- (iv) damage to tyres unless the Motor Vehicle is damaged at the same time

SECTION II - LIABILITY TO THIRD PARTIES

1. The Company will subject to the limits of liability specified indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle 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
2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver
 - (a) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
 - (b) is not entitled to indemnity under any other policy
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. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured
6. The Company may at its own option
 - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section II
 - (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 II

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of:

- (i) death of or bodily injury or damage caused 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 the taking away of the load from the Motor Vehicle after unloading therefrom;
- (ii) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment;
- (iii) damage to property belonging to, held in trust by or in the custody of or control of the Insured or a member of the Insured's household or being conveyed by the Motor Vehicle;
- (iv) damage to any bridge, weighbridge, or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle;
- (v) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven;
- (vi) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or in the Motor Vehicle;
- (vii) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation;
- (viii) compensation for damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore; or
- (ix) 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.

SECTION III – TOWING DISABLED VEHICLES

This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify the Insured in terms of Section II in respect of liability in connection with such towed vehicle provided that

- (a) such towed vehicle is not towed for reward
- (b) the Company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

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 _____	15%
The preceding three or more consecutive years _____	20%

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

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

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any Endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15th January 1968 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

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation or such Agreement.

Limits of Liability:

Limit of the amount of the Company's liability under Section I-3	\$200
Limit of the amount of the Company's liability under Section II –	
1(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) in respect of any one claim or series of claims arising out of one event	\$500,000

Authorised Repair Limit:
\$200

Geographical Area:

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

Legislation:

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

Authorised Driver:

As described in the Certificate of Insurance

Limitations as to Use:

As described in the Certificate of Insurance

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

- any accident loss damage or liability caused sustained or incurred
 - outside the Geographical Area; or
 - whilst any Motor Vehicle is:
 - being used otherwise than in accordance with the Limitations as to Use;
 - being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver; or
 - 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).
- 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 flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature or by any direct or indirect consequences of any of the

said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences of 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. For the purpose of this endorsement an act of terrorism means an act, including but not limited to 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 purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
4. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
5. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
6. any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
7. any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

B. ELECTRONIC CATASTROPHE CLARIFICATION CLAUSE

Property Damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy

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

The Insured shall if so required and as a condition precedent to any liability of the Company herein prove that a loss, damage or liability was not directly or indirectly occasioned by, happening through or in consequence of any of the abovementioned circumstances or causes.

C. EXCLUSION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms

D. WAR AND TERRORISM EXCLUSION (NMA 2919)

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism. For the purpose of this exclusion 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 purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

F. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (REINSURANCE) (1994) (WORLDWIDE EXCLUDING USA AND CANADA) NMA 1975 (a)

This Policy shall not apply to the following:

- (i) Nuclear energy risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975a and
- (ii) Any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss, save where such liability, loss, cost or expense arises under insurances or reinsurances expressly exempted from NMA 1975a in respect of which the Company has specifically granted cover.

If a law or laws are named in a section of a Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule 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

G. TRANSIT RISK

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

- (1) Singapore and her offshore islands
- (2) West Malaysia and her offshore islands other than Penang.

GENERAL CONDITIONS

1. Interpretation

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

2. Written Notice

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

3. Care Of Motor Vehicle

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 time free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

4. Notification of Accidents

- a) In the event of any accident involving the Motor Car, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Car, call at the Company's Approved Workshop and report the accident within 24 hours of the accident or by the next working day thereof.
- b) In case of theft or other criminal act which may give rise to a claim under this Policy 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.

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.

	NCD Commercial Vehicles	
Current	Upon Renewal (Non-Reporting)	
20%	15%	
15%	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 this Policy.

5. Claims Procedure

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 benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding and in the full settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

At any time after the happening of any event giving rise to a claim or series of claims under Section II - 1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II - 1(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

6. Cancellation

The Company may cancel this Policy by giving 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 this Policy has been in force which amount the Insured has become liable to pay or the Insured may cancel this Policy by giving seven (7) days' notice to the Company and shall be entitled to a return of the premium paid computed at the Company's Short Period Rates as listed below based on the period this Policy has been in force, subject to the Company always retaining a minimum premium of S\$100.00 (inclusive of GST).

Short Period Rates

Period (Not exceeding)	Refund (%of annual premium)
1 week	87.5
1 month	75.0
2 months	62.5
3 months	50.0
4 months	37.5
5 months	35.0
6 months	25.0
7 months	20.0
8 months	12.5
Exceeding 8 months	Nil

Provided there shall be no refund where an accident has occurred and claim registered during the period on risk and the Insured shall return the current Certificate(s) of Insurance on or before the date of cancellation and pay the premium due promptly.

7. Other Insurance

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

8. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the

reference. The umpire shall sit with the 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 calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Conditions Precedent to the Company's Liability

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

10. 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 to enforce any of its terms.

SPECIAL CONDITIONS

PREMIUM WARRANTY CLAUSE (Applicable only to non-individual Insureds')

1. Notwithstanding anything herein contained to the contrary, and subject only to Clause 2 hereof, it is hereby declared and agreed that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:-
 - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (ii) EFFECTIVE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note
2. In the event that any premium is not paid and actually received in full by the company, (or the intermediary through whom this policy was effected) within the 60 day period referred to above then:-
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
 - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60 day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

PREMIUM BEFORE COVER (Applicable only to Individual Insured)

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

ENDORSEMENTS

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule and are subject to the Terms, Exceptions and Conditions of this Policy.

1. Excess - All Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, the insured in respect of each and every event shall be responsible for the amount stated under "Excess" as specified in the Schedule (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder and of any expenditure by the Company in the exercise of its discretion under Clause 6 of Section II of this Policy. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company 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.

2. Excess - Damage Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured In respect of each and every event shall be responsible for the amount stated under "Excess" as specified in the Schedule (or any less expenditure which may be incurred) in respect of any expenditure for which provision is made thereunder.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company 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.

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

3(p). Third Party Only

It is hereby understood and agreed that Section I (and the Exceptions to Section I) of this Policy is cancelled.

It is further understood and agreed that the printed wording of General Condition 3 of the Policy is also cancelled and is replaced by the following new General Condition:

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

3(q). Third Party Fire and Theft

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I (and its Exceptions) of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire external explosion self-ignition lightning burglary housebreaking and theft

5(a). Accident to Paid Driver/Attendant

It is hereby understood and agreed that the Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by paid driver/attendant in the employ of the Insured in direct connection with the Motor 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 calendar months of the occurrence of such injury result in:

	Scale of Compensation
Death	\$1,000
Total and irrecoverable loss of sight in both eyes	\$2,000
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	\$2,000
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 sight in one eye	\$2,000
Total and irrecoverable loss of sight in one eye	\$1,000
Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$1,000
Total disablement from engaging in or giving any attention to such person's occupation	\$5 per week for a period not exceeding 13 consecutive weeks

PROVIDED ALWAYS that:

- (a) Compensation shall be payable under only one of the items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$2,000 during any one period of insurance in respect of any such person.
- (b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (c) Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- (d) 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 or attempted suicide physical defect or infirmity; or

- (ii) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (e) 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.

7(b) Accidents to Unnamed Passengers

(Other than the Insured & his Paid Driver or Attendant) (Applicable to Commercial Vehicles)

It is hereby understood and agreed that the Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person (other than the Insured and his paid driver or attendant and/or a person in the employ of the Insured coming within the scope of the Work Injury Compensation Act (Cap. 354) and any subsequent amendments thereto and engaged in and upon the service of the Insured at the time such injury is sustained) whilst mounting into dismounting from or travelling in (but not driving) the Motor 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 calendar months of the occurrence of such injury result in:

	Scale of Compensation
Death	\$1,000
Total and irrecoverable loss of sight in both eyes	\$2,000
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	\$2,000
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 sight in one eye	\$2,000
Total and irrecoverable loss of sight in one eye	\$1,000
Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$1,000
Total disablement from engaging in or giving any attention to such person's occupation	\$5 per week for a period not exceeding 13 consecutive weeks

PROVIDED ALWAYS that:

- (a) Compensation shall be payable under only one of the items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of (as shown in the Schedule of this Policy) during any one period of insurance.
- (b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (c) Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- (d) 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 (whether felonious or not) or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (e) 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.
- (f) 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 the Schedule the Company shall be liable only for a pro rata proportion of the compensation which otherwise would be payable.

15. Hire Purchase

It is hereby understood and agreed that (the party named in the Schedule of the Policy) (hereinafter referred to as the Owners) are the owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this Policy shall be made to the Owners as long as they are the Owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

15(a) Employers' Benefit

It is hereby understood and agreed that (the Party named in the Schedule of the Policy) are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of loss of or damage to the Motor Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the above named until such time as notice is given by them to the Company that they have no further financial interest in the insured vehicle, and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

18. Fleet Rated Risks - Cancellation of No Claim Discount

It is hereby understood and agreed that the No Claim Discount Clause of this Policy is deemed to be cancelled.

19. Passenger Risk

It is hereby understood and agreed that in the event of an accident occurring whilst the Motor Vehicle is carrying more persons than stated on Schedule (in addition to the conductor if any and the driver) the Insured shall repay to the Company a ratable proportion of the total amount payable by the Company by reason of the Endorsement in respect of such accident in connection with the Motor Vehicle.

Provided however that in totalling the number of persons concerned for the purposes of the preceding paragraph such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle.

25. Strike Riot and Civil Commotion

It is hereby understood and agreed that the words "strike riot civil commotion" in General Exception 3 of this Policy shall not apply to any accident loss damage or liability directly caused by

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

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

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

- (a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

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

31. 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 Insured 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.

33. Private Use - Indemnity to Person Using

It is hereby understood and agreed that whilst the Motor Vehicle is being used by any person for social domestic or pleasure purposes with the permission of the Insured the Company will in the terms of and subject to the limitations of and for the purposes of Section II of this Policy indemnify the person using the Motor Vehicle in respect of any act or omission of the driver provided that:-

- (1) Such person is not entitled to indemnity under any other Policy.
- (2) Such person shall as though he was the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.

54. Unspecified Trailers - Commercial Vehicle Policies Only

It is hereby understood and agreed that the insurance by this Policy shall subject to its Terms apply to trailers whilst attached to a Motor Vehicle specified in the Appendix to this Endorsement. Provided that for the purposes of Exception (iii) to Section II of this Policy a Motor Vehicle and Trailer(s) attached thereto shall together be deemed to constitute one Motor Vehicle.

APPENDIX: Motor Vehicle to which this Endorsement applies: (Details as stated in Schedule).

57. Inclusion of Special Perils (For Commercial Vehicle)

It is hereby understood and agreed that the following shall be deemed to be added to Section I - 1 of this Policy: - "(e) by flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature".

It is further understood and agreed that the words "floods typhoon hurricane volcanic eruption earthquake or other convulsion of nature" in General Exception 2 of this Policy are deemed to be deleted.

72(b). Legal liability of Passengers for Acts of Negligence

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

Provided that the Passenger:-

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

Exceptions

The Company shall not be liable in respect of

- (a) death or bodily injury to any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment
- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle

89. Breakage of Glass in Windscreen or Windows

The indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost or reinstating any glass in the windscreen or the windows of the motor vehicle following breakage of such glass (provided that there is no further damage to the motor vehicle) and that this shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

For the purpose of this Endorsement any requirement in this Policy or any Endorsement thereto that the Insured shall be responsible for an excess (as specified in the schedule) or a specified first sum of any amount shall be of no effect.

Provided that following the settlement of a claim the benefit under this extension shall be automatically reinstated without additional premium payable. Subject otherwise to the terms, exceptions and conditions of this Policy and endorsement if any.

89(a) . Breakage of Glass in Windscreen or Windows for Buses Only

The indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in windscreen or the windows of the motor vehicle following breakage of such glass (provided that there is no further damage to the motor vehicle) and that this shall be deemed not to be a claim for the purpose of the No Claim Discount Clause.

For the purpose of this Endorsement any requirement in this Policy or any Endorsement thereto that the Insured shall be responsible for an excess (as specified in the schedule) or a specified first sum of any amount shall be of no effect.

Provided that following the settlement of a claim the benefit under this extension shall be automatically reinstated without additional premium payable. Subject otherwise to the terms, exceptions and conditions of this Policy and endorsement if any.

92. Leasing Endorsement

It is hereby understood and agreed that (Finance Company as stated on Schedule) (hereinafter referred to as the Lessors) are the owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Leasing Agreement made between the lessors of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability on the part of the Company to the Insured under Section I of this Policy shall be made to the Lessors as long as they are owners of the Motor Vehicle and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this Policy is issued to the Insured namely (name of Insured as stated on Schedule) as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights benefits and claims under this Policy, and, further, nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

94. LEGAL STATUS UPON THE DEATH OF THE INSURED

In the event of the death of the Insured (where the Insured is an individual), this Policy covers:(a) any member of the Insured's family, or a paid driver who has been driving the Motor Vehicle during the life of the Insured and permission to drive had not been withdrawn prior to the death of the Insured, and (b) any other person who has been given permission to drive the Motor Vehicle prior to the death and such permission had not been withdrawn by the Insured.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

Non Cancellation Clause

The Insurance Company undertakes to obtain the (Finance Company stated on the Schedule)'s consent prior to its cancellation of the Policy if such cancellation instructions have been received from the Lessee/Hirer and also to advise the (Finance Company stated on the Schedule) immediately of any other material changes which are proposed to be made in the Terms of the insurance.

Policy Owner's 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 your insurer or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg)