

motor

SmartDrive policy handbook /
customised protection for every driver



SmartDrive

redefining / insurance



Caring for You

Welcome to *Your SmartDrive car Policy*. 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
- 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
Website: 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 MOTOR POLICY

Welcome to *Your SmartDrive car 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 car 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 car*, 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 car* may be used.

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

- list and contact numbers of AXA Premium 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.

If two or more people are named as being covered in *Your Schedule*, each of them is responsible both individually and jointly 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.

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*.

POLICY DEFINITION

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

TERM	MEANING
Accessories	all video, audio and other equipment provided or fitted in/on <i>Your Car</i> as standard equipment by the Car manufacturer and/or distributor or otherwise declared and endorsed under this <i>Policy</i> . Any other additions, unless declared and endorsed under this <i>Policy</i> , will not be covered save in accordance with Benefit 6.
Accident	an unexpected and unintentional event that is violent, visible and external in relation to the Car.
Additional Undeclared Accessories	all video, audio and other equipment provided or fitted in/on <i>Your Car</i> that was not standard equipment provided by the Car manufacturer and/or distributor and was not declared and endorsed under this <i>Policy</i> .
Application	the proposal form submitted by <i>You</i> or on <i>Your</i> behalf, either electronically or otherwise.
Authorised Driver	any person holding a valid and relevant class of driving licence and given permission by <i>You</i> to drive the Car.
Authorised Repair Limit	if <i>Your Car</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\$300 (after deduction of the <i>Basic Own Damage Excess</i>).
Car	the vehicle described in <i>Your Schedule</i> without any change or modification to any parts, Accessories, Windscreen and/or windows, unless otherwise declared with details and endorsed under this <i>Policy</i> .
Endorsement	an authorised variation and/or amendment to <i>Your Policy</i> .
Excess	the applicable <i>Additional Excess</i> and/or the <i>Basic Own Damage Excess</i> , as the case might be.
Basic Own Damage Excess	the amount shown in <i>Your Schedule</i> which <i>You</i> shall be responsible for, for each and every <i>Accident</i> .
Additional Excess	the amount that <i>You</i> have to pay in addition to the <i>Basic Own Damage Excess</i> .
Geographical Area	<i>Your Policy</i> covers <i>You</i> and/or <i>Your Car</i> in: (a) The Republic of Singapore (b) West Malaysia (c) Transit by direct sea route across the Straits between Penang and the mainland of West Malaysia (d) Direct sea route across the Straits between Changi Point, Singapore and Tanjong Belungkor, Johore (e) Peninsular Thailand (subject to a maximum period of fourteen (14) days for each and every trip).

Market Value	the cost of replacing the <i>Car</i> with one of the same make and model, of similar condition, specification and age as prevailing immediately before the <i>Accident</i> .
Named Driver	any person named in <i>Your Schedule</i> and certificate of insurance under “persons or classes of persons entitled to drive”
No Claim Discount (NCD)	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.
Period of Insurance	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 Policy.
Policy	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.
Schedule	the document which reflects details of: (a) <i>You</i> , (b) <i>Your Car</i> (c) any Authorised Driver, and (d) any terms and conditions specific to <i>Your Policy</i> .
Sum Insured	the amount reflected as such on <i>Your Schedule</i> .
Theft	means an event where a person intentionally and dishonestly takes <i>Your Car</i> , Accessories or spare parts without <i>Your</i> consent at the time that <i>Your Car</i> , Accessories or spare parts is/are taken.
Unnamed Driver	any person who is not named in <i>Your Schedule</i> or certificate of insurance but who is authorised by <i>You</i> to drive the <i>Car</i> .
We/ Us/ Our/ Insurer/ AXA	AXA Insurance Pte Ltd.
Windscreen	Refers to the front, side, rear and quarter glass but not the sunroof or any glass roof of the <i>Car</i> .
You/ Your/Insured/ Policyholder	means the person/people or company named as the Insured in <i>Your Schedule</i> and certificate of insurance.
Young and Inexperienced Driver	any person who is: (a) below the age of twenty seven (27) years old and/or (b) the holder of a valid probationary qualified relevant driving licence, including local and foreign driving licenses.
Immediate Family Member	parents, spouse and children
Intermediary	<i>Your</i> insurance agent or broker
Authorization Letter	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 car</i> for delivery purposes.

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
Section 1 Car			
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>	✓	✓*	
Section 2 Your Liability to Third Parties			
<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 <i>spare parts</i> due to <i>Accident</i>	✓	✓*	

* By fire and/or Theft only.

SECTION 1: INSURANCE FOR YOUR CAR

(a) Comprehensive cover

If *Your Car* 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 or replace any part of the *Car* 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 Car* 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 *Car* or any *Accessory* or spare part damaged and/or lost; or
- pay the amount of damage and/or loss sustained.

(b) Third party, fire and theft cover

If *Your Car* 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 or replace any part of the *Car* 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 in Singapore

If *Your Car* 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\$500 to move it to a Singapore workshop (either an AXA Premium Workshop or one of *Your* choice, depending on the cover given by *Your Policy*) provided the *Accident* or *Theft* is covered by *Your Policy*.

We will pay and also make the necessary taxi arrangements for the driver and all passengers to continue their journey to one planned destination within Singapore.

(d) Repatriation whilst driving outside of Singapore

If *Your Car* is unsafe to drive or unable to be driven whilst outside Singapore but within the *Geographical Area* after an *Accident*, provided that such *Accident* is covered by *Your Policy*, We will:

- arrange for *You* and *Your* passengers to return to Singapore from the location of where the *Accident* occurred, typically within forty-eight (48) hours:
- By taxi if *You* are within 50km or less from the borders of Singapore; or
- By train or air if *You* are more than 50km from the borders of Singapore.

We shall pay up to S\$200 per person per *Accident* up to a maximum aggregate of S\$1,500 per *Accident*.

- arrange for the repatriation of *Your Car* to Singapore. *We* shall pay up to S\$1,000 for such repatriation per *Accident*, not including any levies, taxes, penalties or fines that may be due and which are not covered under this *Policy*.

(e) Authority to repair

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

- the estimated cost of the repair is not more than S\$300 (after deduction of the *Basic Own Damage Excess*) and
- *You* send *Us* the original invoice or bill as soon as possible.

(f) What is not covered

Your Policy does not insure *You* against:

- any applicable *Excess* as stated in the *Policy*;
- depreciation, wear and tear to *Your Car*;
- mechanical, electrical or electronic breakdown, failures or breakage;
- damage and/or loss to tyres unless other parts of the *Car* are damaged and/or lost simultaneously in the same *Accident*;
- loss of use of *Your Car* 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 *Car* at the time of damage, loss or *Theft*, unless otherwise endorsed in the *Policy*;
- any wilful act and/or negligence committed by *You* or by *Your Authorised Driver*;
- any damage and/or loss to *Your Car* 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 Premium 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 *Car*, *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 *Car* at the time of loss or damage. *Your Car* is considered a total loss if, at the time of loss or damage, *We* decide that it would not be safe to repair *Your Car* or a constructive total loss if the cost of repairs exceeds the difference between the *Market Value* and the salvage value of the *Car*.

In the event that there is a loss or damage to *Your Car* 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 Car*, *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 official enquiry,
- 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*, and
- arrange at *Your* request, and pay for legal services to defend *You* or *Your Authorised Driver* against a charge of causing death by driving (but not against a charge of murder) subject to a limit of S\$3,000 for such legal services.

(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

- *We* give the same cover against legal liability as *We* give *You* to:
 - any *Authorised Driver* driving *Your Car* for social, domestic and pleasure purposes and for *Your* own business,
 - any passengers getting into or out of, or travelling in *Your Car* (but not if they are driving it), and
 - *Your* employer while *You* are driving *Your Car* (or other *Car* covered by this *Policy*) for *Your* employer's business.
- 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 Car* if they had *Your* permission to drive it in *Your* lifetime.
- 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.
- 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 Car*,
- 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.

(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; or
- is being *carried* in *Your Car*.

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 - S\$5,000,000

SUMMARY OF SMARTDRIVE PRIVATE COVER

This table is for general information on the SmartDrive Private *Policy* offered by AXA based on *Your* eligibility. These Benefits are applicable under the Comprehensive cover and depends on the Plan taken out by *You*. The Packs and Add Ons are optional cover offered to *You*.

You can find the specific terms and conditions of these Benefits under the BENEFITS OF SMARTDRIVE COVER section that follows below.

Benefits	Page	Comprehensive														
		Plans											Packs (Optional Cover)			
		Private	Private APW	Private MPV	Private MPV APW	Essential	Flexi	Peace	For Her	Flexi+	Essential+	FlexiFamily	Protector Plus	Duo Protector	Overseas Protector	Family Protector
Section 1 - Insurance For Your Car	8	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					
Section 2 - Your Liability To Third Parties	10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					
Daily Transport Allowance	13	✓	✓	✓	✓				✓	✓	✓		✓	✓		
Medical & Dental Expenses	13	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	
Personal Accident	14	✓	✓	✓	✓						✓		✓		✓	
24/7 Towing & Transportation in Singapore or Overseas	8	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					
Windscreen Coverage	22	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					
Workshop of Your Choice	15	✓	✓	✓	✓	✓			✓		✓					
Excess Reduction for AXA Premium Workshop	19		✓		✓											
Guaranteed Repairs for twelve (12) Months	15		✓		✓		✓	✓		✓						
Car Accessories	15			✓	✓											
Loss of Personal Effects	16		✓	✓	✓			✓			✓			✓	✓	
Waiver of Young or Inexperienced Driver Excess	20			✓	✓						✓				✓	
Flood protection	16					✓	✓	✓			✓					
Delivery of Repaired Car	17						✓	✓	✓			✓				
Excess Waiver from 3rd Year	20							✓		✓						
Phone Assistance and Roadside Support	17							✓								
Car Protector	17								✓	✓		✓				
Monthly allowance	17										✓		✓		✓	
Renewal Premium Discount	18											✓				
Cancellation fees reimbursement	18													✓		
Excess Reduction for Duo	19												✓			
Hotel Accommodation	18														✓	
Overseas Allowance	18													✓	✓	
Rental Car Overseas	18													✓	✓	
Excess Waiver	19															✓
NCD Protector	19															✓

The following Add-Ons may be offered to you based on your eligibility	Page
Medical & Dental Expenses	13
Personal Accident	14
Car Accessories	15
Phone Assistance and Roadside Support	17
Car Protector	17
Monthly allowance	17
Excess Double	19
Excess Waiver	19
NCD Protector	19
Courtesy Car in Singapore	18

BENEFITS OF SMARTDRIVE PRIVATE COVER

These benefits:

- will apply automatically for some policies and will be shown in *Your Schedule*,
- will apply for some policies only if *You* have paid an additional premium for each option and such benefits are specifically stated in *Your Schedule* as applicable, or
- are not available for some policies.

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

1. Daily transport allowance

We will pay *You* a daily allowance of the amount shown in the *Schedule* for each day of the loss of use of *Your Car*, up to the maximum number of days specified in *Your Schedule* for the *Period of Insurance*, subject to fulfilment of all the following:

- The loss of use of *Your Car* is the result of damage and/or loss due to an *Accident* or *Theft* covered under *Your Policy*;
- In respect of such damage and/or loss to *Your Car*, *You* have a claim which is paid or payable by *Us* according to Section 1 of *Your Policy*;
- *Your Car* actually undergoes the necessary repairs at a workshop if such repairs requires:-
 - For Private, Private APW, Private MPV or Private MPV APW product plan :- Four (4) or more days as assessed and certified by *Our* appointed authorized motor assessor
 - For all other plans: Two (2) or more days as assessed and certified by *Our* appointed authorised motor assessor

This benefit shall not be applicable for *Windscreen claims*.

2. Medical and Dental Expenses

If *You* and / or the *insured* parties specified in *Your Schedule* for this benefit suffer bodily injury and / or loss of or damage to natural teeth due to an *Accident* involving *Your Car* during the *Period of Insurance*, *We* will reimburse the reasonable medical and dental expenses incurred, subject to a maximum of the amount specified in *Your Schedule* per person per *Accident*.

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.

The total amount payable under this benefit should not exceed the amount specified in *Your Schedule*.

The following are excluded from this benefit:

Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment and the like, provided that this exclusion does not apply to reconstructive surgery if

- a) It is carried out to restore loss of function or change in appearance due to an injury or a condition sustained as a result of an Accident;*
- b) It is done at a medically appropriate stage after the Accident.*

3. Personal Accident Benefits

3.1 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:

- (a) driving *Your Car* or
- (b) travelling in, or getting into or out of, *Your Car*.

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:

- (i) 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.

If the *Insured* is a company, We will pay these benefits only if the injured or deceased individual is the first *Named Driver* under an *Endorsement* to the *Policy*

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*.

3.2 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	<ul style="list-style-type: none"> • at shoulder • between shoulder and elbow • at and below elbow 	100%
Loss of leg	<ul style="list-style-type: none"> • at hip • between knee and hip • below knee 	100%

4. Workshop of *Your Choice*

You can bring *Your Car* to any workshop of *Your* choice, including AXA Premium Workshop for repairs.

5. Guaranteed Repairs for twelve (12) months

You have agreed to use an AXA Premium Workshop in Singapore to the exclusion of all other workshop for all *Accident* repairs to *Your Car*. *We* shall not be liable to indemnify *You* for the costs of any repairs to *Your Car* done or undertaken by other workshops or repairers.

For the purpose of this benefit, "AXA Premium Workshops" shall mean such repairers or workshops appointed by AXA from time to time, and are subject to changes. Please refer to AXA for *Our* latest panel of workshops.

We guarantee all repairs *carried out* by an AXA Premium Workshop against workmanship defects for twelve (12) months. *We* shall not be liable to indemnify *You* for the costs of any repairs to *Your Car* completed or undertaken by another workshop or repairer. The twelve (12) months warranty commences from the time that *You* take possession of the *Car* 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*.

6. Car Accessories

If there is any loss and/or damage to *Additional Undeclared Accessories* caused by *Accident* or Theft by visible, forcible and violent entry into *Your Car*, *We* may at *Our* choice:

- repair or replace the *Additional Undeclared Accessories* so damaged or stolen; or
- pay the loss or damage up to the amount specified in *Your Schedule*.

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* and, in any case, *We* shall not be liable for:

- loss or damage due to normal wear and tear, depreciation, mechanical, electronic or electrical breakdowns, failures or breakage, corrosion or deterioration due to atmospheric conditions, inherent vices, rusting oxidation decolourisation, any process of cleaning,

restoring, alterations, maintenance, repairing or otherwise, or scratching of painted or polished surfaces,

- loss or damage to any item by its own ignition or explosion, mechanical or electrical breakdown, failure, breakage or derangement, or
- loss or damage caused by *Your* or *Your Authorised Driver's* wilful act or negligence.

Such payment will not affect *Your No Claims Discount* nor will the *Basic Own Damage Excess* apply to such claim.

7. Loss of Personal effects

If *Your* personal effects or those of *Your* immediate family are lost due to an *Accident involving Your Car*, or robbery by visible forcible and / or violent entry into *Your Car*, during the *Period of Insurance*, *We* shall reimburse in cash the amount of the loss sustained, up to the amount shown in *Your Schedule* per year if the loss occurs in the location specified in *Your Schedule*.

It is *Your* responsibility to:

- take all necessary steps to limit the loss or damage and to prevent further loss or damage and
- give *Us* a police report and
- give *Us* proof of purchase and/or ownership of the personal effects lost

We shall not pay for loss and/or damage:

- to jewellery, wrist watches, money and / or monetary instruments which shall include but is not limited to cash, cash cards, coins, cheques, postal orders, bankers drafts, travellers cheques, bonds, saving and postage stamps, gift tokens, vouchers or trading stamps and the like;
- to documents or negotiable instruments of any kind which shall include but is not limited to passports, airline tickets, letters of credit and the like;
- to goods or samples connected to any business or trade;
- due to normal wear and tear, depreciation, mechanical, electrical or electronic breakdowns, failures or breakages, corrosion or deterioration due to atmospheric conditions, inherent vices, rusting oxidation decolourisation, any process of cleaning, restoring, alterations, maintenance, repairing or otherwise, or scratching of painted or polished surfaces;
- to *Car Accessories* as defined.
- caused by *Your* or *Your Authorised Driver's* wilful act or negligence.

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*.

8. Flood Protection

If the total loss of *Your Car* is caused by flood, *We* will pay *You* the *Market Value* of *Your Car* at the time of loss or damage plus an additional amount of 10% of its *Market Value*. The *Basic Own Damage Excess* will not be applicable for this benefit.

Your Car is considered a total loss if, at the time of loss or damage, *We* decide that it would not be safe to repair *Your Car* or constructive total loss if the cost of repairs exceeds the difference between the *Market Value* and the salvage value of the *Car*.

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*.

9. Delivery of Repaired Car

We will deliver *Your* repaired *Car* to *Your* preferred location within Singapore, upon completing repairs, between 9am and 6pm on a working day.

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*. Delivery of *Your* repaired *Car* by AXA Insurance Pte Ltd and/or *Our* designated agent(s) is limited to one (1) time per accident.

This benefit will only be applicable if the *Policyholder* executes the Authorization Letter and completes payment of any *Excess* via cheque or credit card (excluding cash) to AXA Insurance Singapore Pte Ltd and/or their designated agents prior to delivery of *Your* repaired *Car*. For *Policyholders* opting to pay via cash, AXA Insurance Pte Ltd and/or their designated agents will arrange taxi transportation from your preferred location within Singapore to the workshop, for payment of any *Excess* and pickup of your *Vehicle*.

In the event of failure to pay any *Excess*, AXA Insurance Pte Ltd will return your vehicle to the respective workshop, and *You* will be charged the applicable daily storage fees by the workshop.

10. Phone Assistance and Roadside Support

In the event that *Your Car* is unsafe to drive or is unable to be driven within the *Geographical Area*, *We* will give *You* basic troubleshooting advice over the phone to try to get *Your Car* started. If *Your* situation requires a technician to assist with on-site troubleshooting, *We* can arrange for it.

If *Your Car* remains unsafe to drive or unable to be driven after the aforesaid advice and / or on-site troubleshooting and *Your Car* is within Singapore, *We* can arrange for it to be towed to the nearest workshop (either an AXA Premium Workshop or one of *Your* choice, depending on the cover given by *Your Policy*) and make the necessary taxi arrangement to enable *You* and *Your* passengers to *carry on* to one destination within Singapore.

This service excludes the cost of parts.

11. Car Protector

If *Your Car* is considered a total loss, *We* will pay *You* the *Market Value* of *Your Car* at the time of loss or damage plus an additional amount of 10% of this *Market Value*. The *Basic Own Damage Excess* will not be applicable for this benefit.

Your Car is considered a total loss if at the time of loss or damage, *We* decide that it would not be safe to repair *Your Car* or a constructive total loss if the cost of repairs exceeds the difference between the *Market Value* and the salvage value of the *Car*.

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*.

12. Monthly Allowance

If *You* and / or the *insured* parties specified in *Your Schedule* for this benefit suffer total permanent disablement, sustained as the direct and immediate result of an *Accident* involving *Your Car* during the *Period of Insurance*, *We* will pay a monthly allowance of the amount specified in *Your Schedule* per person for a period of eighteen (18) months. Please refer to *Your Schedule* for the *insured* parties for this benefit.

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*.

13. Renewal Premium Discount

You will be given a renewal premium discount which is specified in *Your Schedule* on *Your* next year renewal premium if no *Accident* occurred during the *Policy* year.

14. Cancellation Fees Reimbursement

If *Your Car* is unsafe to drive or unable to be driven after an *Accident*, lost or stolen within the *Geographical Area* except for Singapore, and *You* have to cancel any advance travel bookings, *We* will reimburse *You* for the unused and pre-paid portion(s). *We* will not reimburse any portions that *You* can recover from other parties. This reimbursement is up to a limit as shown in *Your Schedule*, per year.

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*.

15. Hotel Accommodation

If *Your Car* is unsafe to drive or unable to be driven after an *Accident*, lost or stolen within the *Geographical Area* except for Singapore, *We* will arrange and reimburse the cost of one-way taxi transportation to the nearest hotel and reimburse *You* for one night's accommodation for *You* and *Your* passengers up to the amount shown in *Your Schedule*.

This benefit is payable should *You* make or have made a claim under *Your Policy* and which claim is paid or payable by *Us* according to *Your Policy*.

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*.

16. Overseas Allowance

If *Your Car* is unsafe to drive or cannot be driven due to an *Accident* within the *Geographical Area* except for Singapore, *We* will pay *You* a lump sum as shown in *Your Schedule* to cover any extra expenses arising from the *Accident*.

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*.

17. Rental Car Overseas

If *Your Car* is unsafe to drive or unable to be driven after an *Accident*, lost or stolen within the *Geographical Area* except for Singapore, *We* will arrange for a rental car for *You* and *Your* passengers to continue *Your* journey within the *Geographical Area*. This courtesy car will be provided for a maximum of the number of days specified in *Your Schedule*.

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*.

18. Courtesy Car in Singapore

In the event that *Your Car* is undergoing repair after an *Accident*, or is lost due to *Theft*, *We* will arrange for a courtesy rental car for *Your* use from *Our* available fleet of vehicles provided by *Our Car* rental vendor (depending on *Your Schedule* and conditions), for the period of the repair of *Your Car* in the workshop as assessed by *Our* appointed surveyor, up to a maximum of the number of days specified in *Your Schedule*.

You may choose from the following types of vehicles:

Saloon Cars under 5 years old
Multi Purpose Vehicles under 3 years old
High-end Cars under 3 years old

Your courtesy car will be delivered to You and picked up from You, at Your preferred location within Singapore between 9am and 6pm on a working day.

This benefit shall not be applicable for *Windscreen* claims.

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*.

19. No Claims Discount Protector

Your No Claims Discount (NCD) benefit in this *Policy* is protected on the next renewal of the *Policy* as follows*:

Number of claims made or arisen during the <i>Period of Insurance</i>	No Claim Discount level on renewal of <i>Policy</i>		
	Existing NCD entitlement is 30%	Existing NCD entitlement is 40%	Existing NCD entitlement is 50%
0	40%	50%	50%
1	40%	50%	50%
2	0%	10%	20%
3 or more	0%	0%	0%

*Applicable only for Policyholders with 30% NCD and above.

The No Claims Discount that is protected under this option is not transferable to any other insurer on the move of the *Policy* from Us to that other insurer.

20. Excess Related Benefit

20.1 Excess Waiver

Your Basic Own Damage Excess under this *Policy* is waived with the payment of an additional premium.

20.2 Excess Doubled

Your Basic Own Damage Excess under this *Policy* is doubled in exchange with a discount in premium.

20.3 Excess Reduction applicable to the following plans only

20.3 (a) Private APW

20.3 (b) Private MPV APW

We will waive Your Basic Own Damage Excess if Your NCD is 50% and reduce Your Basic Own Damage Excess by 50% if Your NCD is 40% and below.

20.4 Excess Reduction for Duo

If a claim is made against *Your Policy*, *Your Basic Own Damage Excess* will be reduced by the amount specified in *Your Schedule* in the event that the claim is covered under *Your Policy*.

20.5 Excess Waiver from 3rd Year

This benefit is exclusive for the SmartDrive For Her plan. If no claims are made by *You* for any Accident during the preceding two (2) consecutive years of this *Policy* and if *You* continue to renew under this plan, *Your Basic Own Damage Excess* will be waived from the third (3rd) year.

20.6 Waiver of Named Young or Inexperienced Driver Excess

If a claim is made against *Your Policy*, the *Additional Excess* for *Your Named Young or Inexperienced Driver* will be waived in the event that the claim is covered under *Your Policy*.

LIMITATION AS TO USE

Your Policy covers *You* only when *Your Car* is being used for the purpose shown in *Your Schedule* and certificate of insurance. *Your Policy* also covers *You* when *Your Car* 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 Car*, 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	20%
3 years	30%
4 years	40%
5 years or longer	50%

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

Current NCD	NCD after one claim
50%	20%
40%	10%
30% and under	0%

However if You fail to report an *Accident* within 24 hours or by next working day, We will reduce Your NCD by an additional 10% as shown in the following table.

Current NCD	NCD after 10% reduction
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%

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

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. Basic Own Damage Excess

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

If the vehicle is driven by a declared *Young* or *Inexperienced* driver, an *Additional Excess* of S\$500 per *Accident* will apply.

The following *Additional Excess* will apply if *Your Car* is driven by an *Unnamed Driver*.

Item	<i>Unnamed Driver</i>	<i>Additional Excess Applicable per Accident</i>
1.	27 years old and above with one or more year's driving experience.	S\$500
2.	Below 27 years old or has less than one year' driving experience	S\$2,500 for AXA Premium Workshops S\$5,000 for non AXA Premium Workshops

This Clause is not applicable if the loss or damage to *Your Car* 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 or repair cost of any glass in the *Windscreen* or window of *Your Car* following damage of such glass if there is no other damage to *Your Car*. Such payment will not affect *Your No Claim Discount*.

For the purpose of this benefit, for repair of *Windscreen*, we will conduct repairs only on the damaged portion of the *Windscreen*. No excess will be applicable for *Windscreen* repairs.

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

3. Cover whilst driven by a Motor Trader

Cover is extended to *You* whilst the *Car* is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair, subject to the conditions of this *Policy*.

4. 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 *Car* 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 *Car* 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 *Car*.

5. Hire Purchase

The Owners as stated in *Your Schedule* are the owners of the *Car* 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 – Your insurance for Your Car** 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.

6. Leasing Endorsement

The Finance Company as stated in *Your Schedule* and referred to here as the “lessors” are the owners of the *Car* 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 – Your insurance for Your Car** of this *Policy* shall be made to the lessors as long as they are the owners of the *Car* 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.

7. 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 *Car* (which loss or damage is not made good by repair reinstatement or replacement) under **Section 1 – Your insurance for Your Car**. Any payments under **Section 1 – Your insurance for Your Car** shall be paid to the employer until notice is given by them to *Us* that they have no further financial interest in the *Car*, 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.

8. 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:

- (i) You drive Your Car when you have declared yourself as a non-driving insured. A non-driving insured is not an *Authorised Driver*.
- (ii) Your Car is driven by a person who is not an *Authorised Driver*,
- (iii) Your Car is used for any purpose other than that shown in *Your Policy*,
- (iv) Your Car 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 Car is left unlocked or unsecured,
- (v) Your Car 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,
- (vi) the person (including You) driving the Car:
 - 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*.
- (vii) You have taken on a liability by any agreement, which would not have existed if the agreement had not been made,
- (ix) 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, or
 - nuclear Weapons material.
 - any wilful act and/or negligence of You or that of Your *Authorised Driver*
- (viii) Your Car, *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*.

GENERAL CONDITIONS

(Applicable to the whole Policy)

1. Condition Precedents and Warranties

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

- i. keep *Your Car*, its *Accessories* and spare parts in a suitable condition and take reasonable care to safeguard them from loss or damage,
- ii. allow *Us* full access to:
 - examine *Your Car* or
 - any *Authorised Driver*,
- iii. keep to all the Conditions set out in *Your Policy*,
- iv. comply with all relevant laws in the *Geographical Area* where *You* are driving *Your Car*,
- v. comply promptly with any requirements of public authorities,
- vi. tell *Us* immediately:
 - if there is any change in *Your Car* or in the nature of the risk,
 - if *You* no longer have any interest in *Your Car*,
 - if *You* take out any other insurance which covers *Your Car* or provides liability against similar risks,
- vii. make sure that any *Authorised Driver* or any person in charge of *Your Car* 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 insurance policy.

5. Legal owners

If someone else is the legal owner of *Your Car* 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 Car* 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 or 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 *Car*, 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 *Car* 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 *Car* 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 Car* unattended without taking proper precautions to prevent further loss or damage due to an *Accident*,
- continue to drive *Your Car* 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 Car* 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 of S\$5,000,000 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 Car* 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 Car* (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.

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AXA Insurance Singapore 2015

- Leading General Insurer in Singapore
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Co. Reg. No.: 199903512M



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 or www.sdic.org.sg)

