

**IMPORTANT NOTICE**

The Insured is requested to read the Policy carefully. If any error or misdescription be found, please return the Policy for correction. We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy.

**ERGO COMMERCIAL VEHICLE POLICY**

**Whereas** the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **ERGO INSURANCE PTE. LTD.** (hereinafter called “the Company”) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**Now This Policy Witnesseth** that the Company will indemnify the Insured in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

**SECTION I – LOSS OR DAMAGE**

1. 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 overturning 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
  - (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
    - (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 Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value, which includes the residual COE/PARF value, of the Motor Vehicle at the time of the loss or damage. Market value represents the cost of replacing the Motor Vehicle with a vehicle of the same make and model, in similar condition, specification and age to the Motor Vehicle immediately prior to the accident. The market value will be subject to the excess applicable under the Policy.
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 within the country where the loss or damage was sustained.
4. The Insured may authorize 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 Authorized Repair Limit of S\$200
  - (b) a detailed estimate of the cost is forwarded to the Company without delay.

**EXCEPTIONS TO SECTION I**

The Company shall not be liable to pay for

- (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
- (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 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 Authorized Driver who is driving the Motor Vehicle provided that such Authorized Driver
  - (i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
  - (ii) is not entitled to indemnity under any other policy
  - (iii) is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so far 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.
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
  - (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.

## EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

- (i) death bodily injury or damage caused or arising beyond the limits of any carriage way 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 on 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
- (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 for reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

## LIMITS OF LIABILITY

Limit of the amount of the Company's liability under Section I-3.....	\$S200
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.....	\$S500,000

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

**LEGISLATION**

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

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

**GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

1. any accident loss damage or liability caused sustained or incurred
  - (a) outside the Geographical Area
  - (b) whilst the Motor Vehicle is
    - (i) in transit (including loading and unloading) between
      - (a) Singapore and her offshore islands
      - (b) West Malaysia and her offshore islands other than Penang
    - (ii) being used otherwise than in accordance with the Limitations as to Use
    - (iii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorized Driver
    - (iv) 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)
    - (v) being used or driven when it is not registered under the Road Traffic Act (and subsequent amendments) or when its registration under the Road Traffic Act (and subsequent amendments) has been cancelled
    - (vi) involved in any illegal or unlawful acts
    - (vii) being used to transport explosives, hazardous waste/materials, liquefied petroleum/gasoline and any flammable substances/chemicals/gases.
2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power 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 or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
5. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

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

**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

<u>Period of Insurance</u>	<u>Discount</u>
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 Transferer 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.

**GEOGRAPHICAL AREA**

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

**JURISDICTION**

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

**CONDITIONS**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. 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 or any further damage to the Motor Vehicle shall be excluded from the scope of indemnity granted by this Policy. Any modifications to the Motor Vehicle away from standard manufacturer specifications, including but not limited to those that require approval by the Land Transport Authority, must be declared to the Company.
4. (a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall report the accident within 24 hours of the accident, or by the next working day thereof, by taking one of the following steps:
  - i) Call the Company's 24-hour motor accident response and assistance hotline at 6100-1620, or
  - ii) Together with the Motor Vehicle, visit one of the Company's Approved Reporting Centres.
- 6 (b) If damage to the Motor Vehicle is indemnifiable by this Policy, the Insured shall decide whether or not to claim for such damage under this Policy and, if so claiming, shall submit such a claim to us within fourteen (14) days of occurrence or discovery of damage.
- (c) In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice of the occurrence to the Company and the Police and co-operate with the Company in securing the conviction of the offender
- (d) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence. The Insured or any person claiming to be indemnified must give his/her full co-operation to any investigation the Company deems necessary.

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

<u>Current</u>	<u>Upon Renewal (Non-Reporting)</u>
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 the Policy.

5. No admission offer promise or payment shall be made by or on behalf of the Insured 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 the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefits any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the full settlement of any claim and the Insured shall give all such information and assistance as the Company may require.



6. 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.
7. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at the Insured's last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.

Company's Short Period Rates

<u>Period of Insurance</u>	<u>Short Period Premium Charged as Percentage (%) of the Annual Premium</u>
Not exceeding 1 week	12.5%
Not exceeding 1 month	25%
Not exceeding 2 months	37.5%
Not exceeding 3 months	50%
Not exceeding 4 months	62.5%
Not exceeding 6 months	75%
Not exceeding 8 months	87.5%
Exceeding 8 months	Full Annual Premium

8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (ii) of Section II-2 of this Policy.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. 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 provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. 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 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.

**POLICY OWNERS' PROTECTION SCHEME**

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Ergo Insurance Pte. Ltd. or visit the GIA or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

**DATA PRIVACY**

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

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

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

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

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