

MOTOR EXCESS PROTECTOR POLICY WORDING

WHEREAS the Insured by a proposal and declaration which together with all statements made in writing by the Insured shall be the basis of this Policy and is deemed to be incorporated herein has applied to the Company for the insurance and benefits provided under this Policy.

In consideration of Your payment of the Premium, the Company agrees (subject to the terms, exceptions and conditions contained herein or endorsed hereon) to compensate You for the Excess paid by the Policyholder under the Motor Insurance Policy.

1. GENERAL DEFINITIONS

The following definitions apply to the Policy:

1. **Accident** - a sudden, unforeseen, fortuitous and unintended event, and Accidental shall have a corresponding meaning.
2. **Commencement Date** - the original inception date of cover under this Policy as stated in the Schedule or any subsequent Renewal Date, whichever is later.
3. **Excess** - the amount stated in the Motor Insurance Policy which You are liable for in respect of every claim made under the Motor Insurance Policy.
4. **Motor Insurance Policy** - a policy issued by an insurer providing insurance coverage in respect of both: (i) Accidental damage to the Motor Vehicle and (ii) liability to third parties.
5. **Motor Vehicle** - the motor car as defined under the Singapore Road Traffic Act (Cap. 276) which is insured or covered under the Motor Insurance Policy.
6. **Period of Insurance** - the same period stated in the Schedule.
7. **Policy Excess** - the amount of the claim under this Policy which You are liable for, as stated in the Schedule.
8. **Renewal Date** - the date on which this Policy is renewed as stated on any endorsements.
9. **Residual Sum** - the Sum Insured, less the sum(s) previously paid out to You under the Policy in the same Period of Insurance.
10. **Schedule** - the document forming part of this Policy that contains details of this Policy, including Your details, the Sum Insured, the Commencement Date, the Period of Insurance, and the Policy Excess.
11. **Sum Insured** - the amount for which You are insured as shown in the Schedule or any subsequent endorsements.
12. **Terrorism** - an act, including but not limited to, the use of or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.
13. **We, Us, Our, Company** - China Taiping Insurance (Singapore) Pte. Ltd.
14. **You, Your, Insured** - the person(s) named as Insured in the Schedule.

2. MOTOR EXCESS PROTECTOR

2.1 Benefit

Subject to clause 2.2 below, if You are involved in an Accident involving the Motor Vehicle which is insured or covered under a Motor Insurance Policy during the Period of Insurance:

- (a) if the loss incurred is greater than or equal to the Excess, We will reimburse You for the Excess less the Policy Excess and up to the Sum Insured; and
- (b) if the loss incurred is less than the Excess, no benefit shall be payable under this Policy.

2.2 Subsequent Claims during Same Period of Insurance

If more than one claim is made under this Policy during the same Period of Insurance, We will pay You in respect of any subsequent claim(s) under this Policy, the Excess which You are required to pay under the terms of the Motor Insurance Policy (if the loss incurred is greater than or equal to the Excess) less the Policy Excess and up to the Residual Sum. For the avoidance of doubt, the Policy Excess will continue to apply to each and every subsequent claim made under this Policy.

2.3 Conditions to Benefits under This Policy

We will pay You the benefits described at clauses 2.1 and 2.2 above provided that:

- (a) the Excess has been paid in full;
- (b) the Motor Insurance Policy is valid and in force at the time of the Accident;
- (c) the operation of the Motor Vehicle is in compliance with all the terms and conditions of the Motor Insurance Policy; and
- (d) the Excess paid is non-refundable or recoverable.

3. EXCLUSIONS

These exclusions apply to the whole of Your Policy unless otherwise stated. Your Policy does not cover:

- (a) windscreen excess paid or payable by You for the breakage of any glass in the windscreen or windows including glass roof of the Motor Vehicle;
- (b) consequential loss or damage of any kind;
- (c) any claim which has been denied for any reason under the Motor Insurance Policy;
- (d) any Accident which occurs outside of Singapore;
- (e) excess paid or payable by You in relation to goodwill payments by the insurer of the Motor Insurance Policy made without any recognition of the insurer's legal liability under the Motor Insurance Policy;
- (f) Unnamed Driver excess or Young and/or Inexperienced Driver Excess under the Motor Insurance Policy.
- (g) claims on any Motor Vehicle for which the registration or chassis number is not shown on the Motor Insurance Policy;
- (h) an event where the insurer of the Motor Insurance Policy or any third party has waived or reimbursed You with regards to the Excess amount;
- (i) an event where You are in the process of seeking compensation from a third party;
- (j) Motor Vehicles used in any competitions, rallies or racing;
- (k) any event when the driver of the Motor Vehicle is driving under the influence of alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given;
- (l) any claim caused by or arising from any dishonest, fraudulent, illegal or criminal act by You or the driver the Motor Vehicle;
- (m) any claim caused by or arising from intentional act, wilful neglect or reckless driving by You or the driver the Motor Vehicle;
- (n) any claim caused by or arising from vehicle breakdown or misfuelling;
- (o) any claim for loss or damage to personal effects, accessories, glass, rims, tyres or audio/visual equipment;
- (p) any claim for loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes;
- (q) any claim for loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any riot or civil commotion;
- (r) any claim for loss or damage or liability caused by or arising from nuclear or radioactive contamination;
- (s) any claim for loss or damage or liability arising out of the failure or inability of any item, equipment, computer or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date;
- (t) any act of Terrorism; or
- (u) any claim caused by or arising from any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

4. GENERAL CONDITIONS

4.1 Alteration to Risk

It is a condition precedent to Our liability under this Policy that any alteration to the Motor Insurance Policy after the Commencement Date must be notified by You to Us in writing within three (3) working days.

Alterations that You must notify Us of include:

- (a) any revisions or amendments or changes to the terms and conditions (such as but not limited to change of motor insurer, etc) of the Motor Insurance Policy;
- (b) any revisions or amendments or changes to the amount of Excess; and
- (c) any change in the nature of use of the motor vehicle.

In the event of any alterations as described above, We may at Our discretion amend, vary or change the terms under this Policy, including the amount of the Sum Insured and additional premium payable.

4.2 Claims against Third Party

It is a condition precedent to Our liability under this Policy that any event You are aware of where either You or the insurer of the Motor Insurance Policy has made a claim against any third party in respect of the Accident must be notified by You to Us in writing within three (3) working days.

4.3 Territorial Limits

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore.

4.4 Applicable Law and Dispute Resolution

This Policy is governed by and construed in accordance with the laws of Singapore. We and You agree to submit to the exclusive jurisdiction of the Singapore courts.

4.5 Assignment

This Policy or any of Your rights under this Policy must not be assigned without the prior written consent of the Company.

4. GENERAL CONDITIONS (continued)

4.6 Cancellation

You may cancel this Policy by giving Us at least seven (7) days' prior notice in writing.

We may cancel the Policy any time by serving You seven (7) days prior notice in writing to Your address on our record, and in accordance with the law, including where You have:

- (a) made a misrepresentation to Us and failed to comply with Your Duty of Disclosure at clause 4.9 below before the Policy was entered into;
- (b) failed to comply with a provision of Your Policy including failure to pay the premium;
- (c) made a fraudulent claim under Your Policy or any other Policy during the time Your Policy has been in effect;
- (d) failed to notify Us of a specific act or omission as required by Your Policy; or
- (e) failed to tell Us about any changes in the circumstances of the risk during the Period of Insurance,

provided no claim has arisen during the period of the Policy has been in force and the Insured shall be entitled to pro-rated refund of the un-used premium.

4.7 Compliance with Conditions

The due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability for any benefit under this Policy.

4.8 Changes in Policy

No change in this Policy will be valid unless agreed to in writing by Us.

We reserve the right to modify the terms and conditions of this Policy within the Period of Insurance by giving You prior notice of at least thirty (30) days, and such modification shall be applicable from the effective date as stated in Our written notice to Your address on file.

If You are not agreeable to the changes, amendments or variations proposed to Your Policy, You may exercise Your right to cancel the Policy in accordance with clause 4.6.

4.9 Duty of Disclosure

Before You enter into Your Policy with the Company, You must disclose fully and faithfully all the facts which You know or ought to know. In addition to the Company's right to cancel this Policy under clause 4.6(a) above, the Company may choose to avoid this Policy in the event of non-disclosure of any fact which You knew or ought to know at the time when You apply for this Policy.

4.10 Interpretation

This Policy and the Schedule with attaching Sections and any amendments or endorsements 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 the Schedule shall bear such specific meaning wherever it may appear.

4.11 Third Party Rights

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 (Cap. 53B) to enforce any of its terms.

4.12 Other Insurance

To the extent permitted by law, when other insurance applies to a covered loss, We will pay only in excess of the other insurance, limited to the indemnity being provided under this Policy, unless that other insurance was specifically written to be in excess over the indemnity provided in this Policy.

Should You make a claim under this Policy, You must advise the Company of any other insurance which may cover the loss or damage or Accident.

4.13 Personal Data Protection

You are deemed to give Your consent and authorisation to the Company to collect, use, disclose, and/or process Your personal data or information supplied to the Company without further notification to You confidentially with its affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for administering policies taken out with the Company, customer services and marketing and related activities, until the Company receives Your written instruction to the contrary. Upon Your written request, the Company shall, without charge, cease to use Your personal information for purposes other than those directly related to this Policy. A copy of Our Personal Data Protection Policy can be found at <https://www.sg.cntaiping.com/en/privacypolicy.html> and You are deemed to have read the same.

4.14 Policy Reinstatement after Partial Loss

We may at Our option reinstate the Sum Insured and reserve the right to charge an additional premium.

4.15 Reasonable Care

You must:

- (a) take all reasonable measures to maintain the Motor Vehicle in sound condition;
- (b) take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy; and
- (c) comply with all obligations and regulations imposed by any authority.

4.16 Premium Payment Warranty

Notwithstanding anything therein contained but subject to clause 4.5, it is hereby agreed and declared that the total premium due must be paid and actually received in full by Us on or before the Commencement Date or Renewal Date of this Policy.

In the event that the total premium due is not paid and actually received in full by Us on or before the Commencement date or Renewal date, no benefits whatsoever shall be payable by Us.

4. GENERAL CONDITIONS (continued)

4.17 Subrogation

Where We have made payment under this Policy, We may choose to assume any rights which You have or may have against any party to the extent of Our payment made under this Policy. You must not give up any rights which You have or may have or settle any claim for contribution, indemnity or recovery without Our prior written consent. You must, at Your own cost, assist Us and provide information as We may reasonably require, to exercise Our rights of recovery and/or subrogation. This may include providing and signing statements and other documents, and the giving of evidence.

We will not cover you under this Policy if You have, without Our prior written consent, agreed with any person or entity (who would otherwise be liable to compensate You for any loss or damage which is covered by this Policy) that You will not seek to recover such loss or damage from that person or entity.

5. CLAIMS PROCEDURE

5.1 On the happening of any event which could lead to a claim, You must:

- (a) take all reasonable precautions to prevent further loss or damage or injury and to minimise the claim;
- (b) immediately inform Us at the contact details listed in clause 5.5, and state whether or not the Insured or the insurer of the Motor Insurance Policy (to the best of the Insured's knowledge) intends to make a claim against any third party in respect of the Accident;
- (c) submit a claim to Us within 30 days of payment of the Excess;
- (d) not admit liability for, or offer to agree to settle, any claim brought against You without Our prior written consent;
- (e) assist Us in the defence of any claim brought against You; and
- (f) complete and lodge a claim form with the following supporting documentation:
 - Full written details of the Accidental damage including photographs showing the damage to the Motor Vehicle and third party vehicle(s), where applicable.
 - Driving licence or any relevant regulatory licence required to operate the Motor Vehicle.
 - Any relevant receipts from the Motor Vehicle insurance provider or authorized/licensed Motor Vehicle repairer showing Your payment of the covered Excess.
 - Copies of the Motor Vehicle insurance provider damage report.
 - Proof of payment reflecting payment of the covered Excess.
 - Copies of the Motor Insurance Policy.
 - Copies of any reports obtained from police, motor insurer about the Accidental damage.
 - Copies of the Singapore Accident Statement (SAS).
 - Discharge letters or vouchers issued by the motor insurance provider or rental vehicle company.

5.2 We are not liable to make payment under this Policy if the claim falls under the following circumstances:

- (a) if the claim is found to be fraudulent; or
- (b) if the claim is intentionally inflated.

5.3 We require evidence of the Accident which forms the subject to any claim under this Policy.

5.4 In the event where a refund and/or recovery is made by You or the Motor Insurance Policy insurer, We reserve the right to adjust Our claims payment or to seek recovery from You for any claim We have paid under this Policy.

5.5 For any claims submission or inquiry, please get in touch using the contact details below:

China Taiping Insurance (Singapore) Pte. Ltd.

Co Reg. No. 200208384E

3 Anson Road #16-00

Springleaf Tower

Singapore 079909

O: 6389 6111

F: 6225 3592

<https://www.sg.cntaiping.com>

6. 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 us or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).