



Car Insurance Contract Third Party

This Car Insurance Contract is issued by
FWD Singapore Pte. Ltd.
who will pay the benefits of this Policy, subject to
the terms and conditions set out in this Policy.

Table of Contents

| | |
|---|-----------|
| Definitions | 3 |
| General Provisions | 3 |
| 1. THIS POLICY | 3 |
| 2. COVERED GEOGRAPHICAL AREA | 4 |
| 3. GOVERNING LAW AND CURRENCY | 4 |
| 4. WHEN THIS POLICY IS EFFECTIVE | 5 |
| 5. BASIS FOR OFFERING THIS POLICY | 5 |
| 6. ASSIGNMENT | 5 |
| Policy Benefits | 5 |
| 7. THIRD PARTY LIABILITY | 5 |
| 8. EMERGENCY ASSISTANCE | 6 |
| No Claims Discount | 6 |
| NO CLAIMS DISCOUNT | 6 |
| When Benefits Are Not Payable (“General Exclusions”) | 7 |
| GENERAL EXCLUSIONS | 7 |
| Claiming For Your Benefits | 8 |
| Customer Care Process | 9 |
| IF YOU HAVE A CONCERN | 9 |
| MEDIATION AND ARBITRATION | 9 |
| Cancelling This Policy | 9 |
| CANCELLING THIS POLICY | 9 |
| Policy Owners’ Protection Scheme | 10 |

Definitions

Any word or phrase appearing in **Capitalised Bold** within this Contract will have the meanings as stated below:

“You”, “Your” or “Policyholder” refers to the owner of this Policy as shown on the Car Insurance Summary.

“FWD”, “We”, “Our” or “Us” refers to **“FWD Singapore Pte. Ltd.”**, the issuer of this insurance Policy.

“Accessory” or “Accessories” refers to parts of **Your Car** that are not directly related to its driving functions. These include all audio and multimedia equipment, personal in-car computers, satellite navigation systems, detection systems and other standard equipment permanently fitted into **Your Car** by a certified technician.

“Accident”, “Accidental” or “Accidentally” refers to a sudden, unexpected and unintentional event that is the only cause of damage or injury and has a visible impact on a person’s external appearance, or his or her property’s external appearance. This is an event that occurs during the **Period of Insurance**.

“Authorised Driver” refers to any person holding a valid driving licence class, and **You** have given this person permission to drive **Your Car**.

“Family Member” means **Your** husband or wife or legally recognised partner, children, parents, brothers and sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, daughters-in-law, sons-in-law or grandchildren.

“Market Value” refers to the cost of replacing **Your Car**, its **Accessories** and/or its spare parts with one of the same make, model, specification and age and of similar condition at the time of loss or damage. The **Market Value** of **Your Car** is inclusive of residual Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF).

“Medically Necessary” refers to medical services, procedures or supplies that are:

- Required by a medical practitioner to treat an injury or illness. These services, procedures or supplies are necessary because without them, the patient’s medical condition will be adversely affected;
- Widely accepted within the medical profession in Singapore or the country of treatment as being effective, appropriate and essential for treating a patient’s injury or illness based on recognised standards of the medical specialty involved;
- Not considered experimental and/or developmental in nature, or, if experimental and/or developmental in nature, is recognised by the Singaporean medical profession as having potential to become part of conventional medicine;
- Not elective, preventative or screening in nature. These services, procedures or supplies are also not given the patient for personal comfort or convenience, or for him or her to make a profit, or for the treating medical practitioner and/or medical service provider to make a profit; and
- Charged at fair market rates in **Our** opinion.

“Period of Insurance” refers to the period of time between the Coverage Start Date and Coverage End Date (both inclusive) as shown on the Certificate of Insurance.

“Windscreen” refers to the front, side and rear windows but not the sunroof or any glass roof of **Your Car**.

“Your Car” refers to the vehicle registered with the Land Transport Authority under the Car Plate Number listed in the Certificate of Insurance.

General Provisions

1. THIS POLICY

This Contract, the Car Insurance Summary, the Certificate of Insurance and any Endorsements attached by **Us** collectively form this Policy. It is proof of an insurance contract between the **Policyholder** and **Us**. An “Endorsement” is any additional document

attached to this Policy outlining adjustments to the standard terms and conditions that **We** have made as a condition to providing this Policy.

This Policy is offered on the basis that **You** and anyone insured by this Policy comply with all of the terms and conditions set out in this Policy. If not, **We** have the right to either decline **Your** claims or cancel this Policy and treat it as never having existed. Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties), Cap. 53B to enforce any of its terms.

You are advised to keep the Certificate of Insurance in **Your Car** at all times as required under Singapore law. It provides **You** the contact number of **Our** 24-hour Emergency Assistance where **You** should call for advice if an **Accident** happens.

Please immediately inform **Us** if any details in **Your Car** Insurance Summary are not accurate or become inaccurate. The Law as per Section 25(5) of the Insurance Act requires that **We** inform **You** of **Your** duty to fully and faithfully tell **Us** everything **You** know or could reasonably be expected to know that is relevant to **Our** decision to insure **You**. Otherwise, **We** have the right to either decline **Your** claims or cancel this Policy and treat it as never having existed. Alternatively **We** may decide to charge an additional premium and maintain **Your** cover subject to the payment of the additional premium. **We** may also cancel this Policy if any submitted claim is fraudulent, or if **We** are required to do so under any directives, laws, regulations or sanctions administered by any regulatory authorities in any country.

Please read this Policy carefully, including the attached Car Insurance Summary and visit **Us** at www.fwd.com.sg or contact **Us** on +65-6820-8888 or contact.sg@fwd.com if **You** have any questions.

2. COVERED GEOGRAPHICAL AREA

This Policy is only valid when **Your Car** is being driven within the Covered Geographical Area, defined as the Republic of Singapore, West Malaysia (including Penang and other Malaysian islands offshore of West Malaysia) and Southern Thailand (within 80 kilometres of its border with West Malaysia) and when in transit by seas between any of these areas.

3. GOVERNING LAW AND CURRENCY

This Policy is governed by the Republic of Singapore's laws and the Singapore time zone.

We are not legally obliged to make any payment based on judgments not made by or obtained from a competent jurisdiction within Singapore or West Malaysia.

You must repay **Us**, if **We** are not legally responsible under this Policy but are obliged to make a payment under the following:

- The Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) of the Republic of Singapore;
- Agreement between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on February 1975;
- Agreement between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 30 March 1992;
- The Road Transport Act 1987 of Malaysia; and
- Any later changes to any of these laws or agreements.

All amounts that **We**, **You** or any **Authorised Driver** are required to pay in relation to this Policy will be in Singapore dollars. **We** will convert any expenses **You** incur overseas (that **You** can claim from **Us**) into Singapore dollars at a reasonable foreign currency exchange rate **We** choose. **We** are not legally responsible for any exchange rate-related losses **You** may have.

We will not provide any benefit under this Policy if paying or providing that benefit is prohibited under any directives, laws, regulations, or sanctions administered by regulatory authorities in any country.

4. WHEN THIS POLICY IS EFFECTIVE

This Policy will start on the Coverage Start Date and end on the Coverage End Date (both inclusive).

5. BASIS FOR OFFERING THIS POLICY

This Policy is offered on the basis that **You** agree to:

- Keep **Your Car**, its **Accessories** and its spare parts in a roadworthy condition and take reasonable care to safeguard them from loss or damage;
- Comply with the relevant laws and the requirements of public authorities when driving in the Covered Geographical Area;
- Immediately inform **Us** if **You** no longer own or have a financial interest in **Your Car**; and
- Immediately inform **Us** if there is any change in **Your Car** that materially impairs **Your** ability to drive safely and legally.

We may change the terms and conditions of this Policy or adjust the premium payable.

Note: If two or more people are named as **Policyholders** in **Your** Certificate of Insurance, each named person is responsible individually and jointly for complying with this Policy's requirements.

6. ASSIGNMENT

You may assign **Your** rights, benefits and claims under this **Policy** to another person. However, any assignment is only effective after **We** agree to it in writing.

Policy Benefits

The below outlines the benefits provided by this **Policy** if **Your Car** breaks down, is involved in an **Accident**, is lost, or is stolen during the **Period of Insurance**.

7. THIRD PARTY LIABILITY

We will insure **You**, any **Authorised Driver** and any passengers in **Your Car** against legal responsibilities arising from **Your** or their actions while driving, occupying, getting in or out of **Your Car** that results in:

- The death of or bodily injury to a third party; and/or
- Loss of or damage to a third party's property, up to the limit stated in **Your** Car Insurance Summary regardless of whether there is one or several claims resulting from the same action.

Under this benefit,

- **We** will pay the amount including all costs and expenses which **You**, any **Authorised Driver** or any passengers in **Your Car** are legally responsible to compensate a third party.
- **We** will pay for any reasonable costs and expenses in connection with an event that is covered under this section of the Policy, only if **We** have agreed to all costs and expenses beforehand.
- **We** may at **Our** sole discretion:
 - Arrange for legal representation at any judicial or official enquiry;
 - Take on the defence in any legal proceedings against **You**, any **Authorised Driver** or any passengers in **Your Car** for an act or alleged offence relating to an event which is covered under this section of the Policy;
 - Arrange at the request of **You** or the **Authorised Driver** and pay for **Your** or the **Authorised Driver's** legal defence against a charge of causing death by driving (but not against a charge of murder), up to the limit stated in **Your** Car Insurance Summary.

You should note that:

In the event of **Your** death, this “Third Party Liability benefit” continues to apply when **Your Car** is driven by any **Authorised Driver** until the Coverage End Date.

What is not covered:

Under this benefit, **We** do not cover any claims for death of or injury sustained by **You**, any **Authorised Driver** while driving **Your Car**, damages to **Your Car** and damages to property or belongings owned by **You** or **Your Family Members** or **Your** passengers.

8. EMERGENCY ASSISTANCE

If **Your Car** breaks down or becomes unsafe to drive (due to an **Accident** or otherwise) within the Covered Geographical Area, **You** or the **Authorised Driver** can call **Our** Emergency Assistance hotline at **+65-6322-2072** any time. **Our** Emergency Assistance will help understand the situation and guide **You** on what to do next.

What We will do:

- If, after **Your** first conversation with **Our** Emergency Assistance, **We** decide it is best to send physical help, **We** will pay the reasonable cost to send one of **Our** breakdown specialists to help **You** with these services:
 - Restarting **Your Car**;
 - Towing;
 - Changing of flat tyres (replacement with **Your** spare tyre);
 - Petrol top-up; and/or
 - Battery replacement
- If **Your Car** cannot be repaired or restarted at the roadside, **Our** breakdown specialist will arrange for it to be towed to an **FWD** Premium Workshop or a workshop of **Your** choice.

You should note that:

- In the event that repair parts, battery replacement and/or petrol top-up is required to restart the car, **You** will have to pay the breakdown specialists directly.
- The services provided under this benefit will not affect **Your** No Claims Discount and no Excess is payable.

No Claims Discount

NO CLAIMS DISCOUNT

The premium **We** charge for this Policy is based on **Your** No Claims Discount. **Your** No Claims Discount is determined by the number of car insurance claims made for **Your Car** (under this and previous car insurance policies) where, in the insurer’s assessment, the driver of **Your Car** was wholly or partially at fault for the **Accident**, as per the below:

| No claims for “at fault” Accidents for: | No Claims Discount |
|---|--------------------|
| One year | 10% |
| Two consecutive years | 20% |
| Three consecutive years | 30% |
| Four consecutive years | 40% |
| Five or more consecutive years | 50% |

If one or more “at fault” claims are made under this Policy within this **Period of Insurance** and **You** do not have the Lifetime NCD Guarantee benefit, **We** will reduce **Your** No Claims Discount, and therefore increase **Your** premium, when it is time for renewal as per the below:

| Current No Claims Discount | Your No Claims Discount at renewal | |
|----------------------------|------------------------------------|--------------------------------|
| | One “at fault” claim: | Two or more “at fault” claims: |
| 10% | 0% | 0% |
| 20% | 0% | 0% |
| 30% | 0% | 0% |
| 40% | 10% | 0% |

If, at renewal, no claim has been made under this Policy, **We** will increase **Your** No Claims Discount in line with the No Claims Discount scale that **We** apply at that time.

However if, at renewal, **You** have made a claim under this Policy and that has not been assessed yet, **We** reserve the right to calculate **Your** renewal premium, taking this claim into consideration. Afterward, if **Our** assessment is that the driver of **Your Car** was neither wholly nor partially at fault for the **Accident**, **We** will restore **Your** No Claims Discount and refund any extra premium **You** have paid.

If **You** or the **Authorised Driver** fail to report an **Accident** to **Us** within 24 hours, **We** reserve the right to reduce **Your** No Claims Discount by an additional 10%. This will apply even if this Policy includes the No Claims Discount Protector.

Your No Claims Discount cannot be transferred to another person and applies to one car at any one time.

When Benefits Are Not Payable (“General Exclusions”)

This section outlines scenarios this Policy does not insure against. If **We** refuse a claim because of one or more of the below scenarios or as a result of any breach of this Policy, and **You** disagree with **Our** decision, **You** are responsible for proving that **We** are legally responsible for that claim. **Our** subsequent payment of the claim will not affect **Our** ability to refuse a claim under any of the other scenarios.

GENERAL EXCLUSIONS

We are not legally responsible for claims that are directly or indirectly caused by, or result from the following:

- Depreciation (including as a result of an **Accident**), wear, tear and mechanical, electrical and/or structural breakdowns;
- Damage to tyres or rims, unless other parts of the **Car** were also damaged by an **Accident** covered in this Policy;
- Loss, damage or any consequential loss caused by factors beyond **Our** control, such as unavailability of car parts;
- Losses because of damage to or loss of **Your Car**’s software or software data;
- Any loss or damage due to the failure or negligence to take reasonable and necessary precautions to protect property and minimise claims under this Policy such as failing to follow any manufacturer's recall
- Loss or damage caused by the lawful repossession or seizure of **Your Car**;
- Loss or damage caused by war or other acts of foreign enemy (whether war is declared or not), pollution by chemical, biological, nuclear or radioactive agents or any act of terrorism, regardless if any other cause or event contributes 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 force and violence, by any person or group of persons, whether acting alone or on behalf or in connection with any organization or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- **Your Car** is not in a roadworthy condition, or is modified without approval from the Land Transport Authority and **Us**;
- **You** or **Your Authorised Driver** driving without a valid license;
- **You** or **Your Authorised Driver** driving whilst under suspension from driving;
- **You** or **Your Authorised Driver** driving whilst under the influence of drugs and/or alcohol;

- **Your Car** is being used in preparation or participation for any motor competition, track day, any form of race and speed testing;
- Driving with more passengers or load than **Your Car** is licensed for; and
- Intentional self-injury, attempted suicide or suicide.

Claiming For Your Benefits

The below summarises what **You** should or should not do after an **Accident**, injury, loss or damage – regardless of whether it will lead to a claim being made against **Us** and the course of action **We** may take. More information concerning what to do in the event of a claim can be found on www.fwd.com.sg.

WHAT YOU OR YOUR LEGAL PERSONAL REPRESENTATIVES MUST DO

You or **Your** legal personal representatives must:

- Report the incidence to **Us** by calling **Our** Emergency Assistance at **+65-6322-2072** and the police within 24 hours or by the next working day. The person taking **Your** call will record all the details relating to the incident and begin the claims process. If **You** do not report the **Accident** to **Us** within this timeframe, **We** may not pay any claims related to the **Accident** and **You** may lose all or part of **Your** No Claims Discount;
- Lodge a claim with **Us** within 14 days after the damage and/or loss occurs;
- Give **Us** any information and assistance that **We** need to process the claim including attending court to give evidence;
- Immediately inform **Us** before responding to any communication from any third party (including the police); and
- Allow **Us** to examine **Your Car** and/or interview **You** and/or the **Authorised Driver**.

Please note: if **You** do not challenge a rejected claim within 12 months of **Our** rejection date, then **We** will consider **You** to have given up the claim and **You** cannot take any further action in relation to that claim.

WHAT YOU OR YOUR LEGAL PERSONAL REPRESENTATIVES MUST NOT DO

You or **Your** legal personal representatives must not do any of the following without **Our** prior approval:

- Admit legal responsibility to anyone, negotiate any payment or refuse any claim;
- Leave **Your Car** unattended without taking precautions to prevent further loss or damage in the event of an **Accident**;
- Drive **Your Car** after it is damaged before necessary repairs have been carried out (**We** may not be legally responsible for any further damage if **You** or the **Authorised Driver** do this);
- Repair **Your Car** beyond the authorised limit or dispose of any damaged property before **We** have had the opportunity to inspect it;
- Negotiate, pay or settle a claim with anyone; and
- Anything that limits **Our** ability to take legal action in **Your** or the **Authorised Driver's** name against any person responsible for the incident.

WHAT WE WILL DO

We will do any of the following:

- Examine the nature and extent of the loss or damage to **Your Car**, its **Accessories**, and spare parts before being repaired;
- If **We** pay **Your** claim, **We** may take legal action in **Your** or the **Authorised Driver's** name against any person responsible for the loss, damage or injury at **Our** expense;
- Represent **You** or the **Authorised Driver** in any settlement of any claim, judicial or official inquiry. **We** have the full right to decide how to represent and/or defend **You** or the **Authorised Driver** in such proceedings;
- Once **We** have paid up to the limit of which **We** are legally responsible for **Your** Policy, **We** may not continue to defend **You** or the **Authorised Driver**, or settle any claim for damage to property a third party files against **You** or the **Authorised Driver**; and/or
- If any other insurance policies cover the same damage, loss or liability, **We** will only be legally responsible for paying for **Our** share of any claim; and/or

- If **You**, the **Authorised Driver** and/or **Your** passengers in **Your Car** experience an event that triggers multiple benefits under this Policy, **We** will pay only under one of these benefits in relation to that event – the one that gives the highest payout.

Customer Care Process

IF YOU HAVE A CONCERN

Please contact the Customer Care Team at **+65-6820-8888** or **www.fwd.com.sg** if **You** have any concern over any matter relating to this Policy, or are not pleased with how **Your** claim was handled. Here are **Your** options and how **We** will respond to **Your** concerns:

We will acknowledge receipt of **Your** feedback within three working days while **We** look into the matter. **We** may contact **You** for further information if required within seven working days. **We** will provide **You** with a full reply within 14 working days. If **You** are not satisfied with how **Your** feedback has been handled, **You** can write to:

The Chief Executive Officer
FWD Singapore Pte. Ltd.
6 Temasek Boulevard,
#18-01 Suntec Tower Four,
Singapore 038986

We will respond to **Your** letter within three working days of receipt. If **We** cannot reach a mutually acceptable agreement, **We** will refer **You** to the Financial Industry Disputes Resolution Centre (FIDReC), an independent dispute resolution centre involving financial industry.

FIDReC's address is:

Financial Industry Disputes Resolution Centre Ltd
36 Robinson Road,
#15-01 City House,
Singapore 068877
Tel: +65-6327-8878
Fax: +65-6327-8488, +65-6327-1089
Email: info@fidrec.com.sg
Web: www.fidrec.com.sg

Please remember to quote **Your** policy number in any communication with **Us** or FIDReC.

MEDIATION AND ARBITRATION

If necessary, **We** will offer to settle the dispute through mediation via the Singapore Mediation Centre in accordance with their mediation rules. Any dispute must have been referred to Financial Industry Disputes Resolution Centre Ltd (FIDReC) as above. If **You** agree to take part in the mediation, both **You** and **We** will participate in good faith and agree to keep the terms of any settlement reached.

If **You** choose to not participate in mediation or if mediation fails, the dispute will be referred to and finally resolved by arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre that apply at the point in time.

Cancelling This Policy

CANCELLING THIS POLICY

Both **You** and **We** have the right to cancel this Policy at any time by giving the other seven days' written notice. If **We** cancel this Policy, **We** will send that notice to **Your** last-known postal address. Upon cancellation and provided that no claim has arisen during the **Period of Insurance**, **We** will refund 95% of the pro-rated premium (excluding any GST) for the unexpired period. However, **We** will not give a refund if the amount is less than S\$25.

You must pay any outstanding amounts **You** owe **Us** within 14 days of cancellation. **We** reserve the right to reduce any premium refund due by the amount owed and/or charge interest if amount owed is not paid within the 14 days.

Singapore law requires **You** to return the Certificate of Insurance immediately after this Policy is cancelled. If **We** have been informed that someone else is the legal owner of **Your Car** because of a financing agreement, **We** will let them know after this Policy is cancelled.

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 this 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 **Us** or visit the General Insurance Association (www.gia.org.sg) or SDIC websites (www.sdic.org.sg).