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# FWD

# Comprehensive

# Car Insurance

# Contract

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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**.

A handwritten signature in black ink, appearing to read 'A. Bhatia', is written over a light grey circular stamp.

**Abhishek Bhatia**  
Chief Executive Officer

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## Definitions

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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**.

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

“**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.

“**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

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### 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 (FWD Singapore Pte. Ltd.)**. 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** agree to 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) Act 2001 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. 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 or rescind this **Policy** if any submitted claim is fraudulent or if **We** are required to do so under the laws or regulations of Singapore.

Please carefully read this **Policy** including the attached Car Insurance Summary and visit **Us** at [www.fwd.com.sg](http://www.fwd.com.sg) or contact **Us** on +65-6820-8888 or [contact.sg@fwd.com](mailto: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 Singaporean 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 22 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 economic and trade sanctions applicable in Singapore.

## 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 **Policy**'s requirements.

## 6. FINANCING AGREEMENTS

If **We** are informed that **Your Car** is under a financing agreement (such as hire-purchase, leasing or loan) and **We** decide to settle a claim by paying in cash, **We** will make the payment to the owner as named in that financing agreement. If any terms in this financing agreement do not match **Our** terms and conditions as written in this **Policy**, **We** will follow **Our Policy** terms.

## 7. 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.

## Benefits Provided By This Policy

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

## 8. EMERGENCY ASSISTANCE

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

If, after **Your** first conversation with **Our** Emergency Assistance, **We** decide it is best to send physical help, **We** will send one of **Our** breakdown specialists to help **You**. 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 (if **You** have bought the "Your Preferred Workshop" option). **We** will also arrange taxis to transport **You**, the **Authorised Driver** and/or **Your** passengers to one destination within Singapore (at **Your** cost).

The services provided under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable.

## 9. 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 a total maximum amount of S\$5,000,000 regardless of whether there is one or several claims resulting from the same action.

This Third Party Liability benefit also extends to **You** when driving another Singapore registered private car not owned by **You**, provided **You** have the owner's permission to drive the car. This extended benefit only applies to this Third Party Liability benefit and to **You** but not any **Authorised Drivers**.

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**, **Your Family Members** or **Your** passengers.

In the event of **Your** death, this Third Party Liability benefit continues to apply when **Your Car** is driven by one of **Your Family Members** and any person they give permission to drive **Your Car** until the Coverage End Date.

## 10. LEGAL COSTS

If **We** are legally responsible for a claim under the "Third Party Liability" benefit, **We** may at **Our** sole discretion and at **Our** expense (up to a maximum of S\$3,000), arrange for legal representation to undertake the defense in any inquest or official inquiry. If **You** or the **Authorised Driver** decide to appoint **Your** own lawyer to defend **You** or the **Authorised Driver**, **We** must agree to all legal costs and/or expenses beforehand.

**We** will not pay for legal costs and/or expenses to defend any charges of reckless driving, dangerous driving, causing death by reckless or dangerous driving, or murder.

## 11. LOSS OR DAMAGE TO YOUR CAR

If **Your Car** (including spare parts) and any **Accessories** are **Accidentally** damaged, lost or stolen during the **Period of Insurance**, **We** will, at **Our** discretion:

- Pay for damage repairs at an FWD Premium Workshop or a workshop of **Your** choice (if **You** have bought the “Your Preferred Workshop” option);
- Replace **Your Car**, its **Accessories** and/or its spare parts; or
- Pay in cash the **Market Value** of **Your Car**, the part of **Your Car**, its **Accessories** and/or its spare parts that were damaged or lost, plus the standard market costs of fitting those parts and, where appropriate, the reasonable cost of sea-freighting those parts to Singapore (including any import duties).

**You** should note that:

- The Standard Excess and Young Driver Excess (if applicable) apply for all claims made under this benefit except when the claim results from fire or theft.
- The maximum **We** will pay for **Accessories** can be found in **Your** Car Insurance Summary.
- **We** may decide to use parts or **Accessories** not from the original car manufacturer, but considered safe for replacement.

**You** can authorise repairs on **Your Car** without **Our** prior approval if the estimated repair costs (after deduction of any **Excess**) is not more than S\$300. **You** will need to provide **Us** copies of the original receipt for these repairs to claim from **Us**.

In the event that **Your Car** is damaged beyond repair or the cost to repair **Your Car** exceeds its **Market Value**, **We** will pay **You** the current **Market Value** of **Your Car**. **We** will be entitled to the scrap value (including the residual Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF)). In this event, **You** will need to sign all necessary documents and forms to transfer **Your Car** ownership to **Us** or as **We** direct. This **Policy** will then automatically terminate.

## 12. EXTENDED WORKMANSHIP GUARANTEE

**We** will guarantee all repairs against defective workmanship when the repairs are completed by an FWD Premium Workshop under one of the benefits payable by this **Policy**, until **Your Car** reaches 10 years of age from original registration date. This guarantee does not apply if supplementary repairs are made as a result of the following:

- Deterioration because of wear and tear;
- Deterioration and/or damage because of abuse, misuse, and/or inappropriate use of **Your Car**;
- Deterioration and/or damage arising from another accident;
- Deterioration and/or damage when **You** send **Your Car** to another workshop to attempt to rectify any part of the repairs made at **Our** FWD Premium Workshop;
- Manufacturing defects of the repair parts used;
- When **You** fail to follow any manufacturer’s recall or service bulletin;
- Breakdowns of a mechanical, electrical and/or structural nature not related to the original **Accident**; and
- **You** no longer own or have a financial interest in **Your Car**.

## 13. TOWING

If **Your Car** cannot be safely driven because of damage or loss and this damage or loss is covered by this **Policy**, **We** will reimburse the reasonable cost of towing **Your Car** to an FWD Premium Workshop or a workshop of **Your** choice (if **You** have bought the “Your Preferred Workshop” option), up to the limit stated in **Your** Car Insurance Summary.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 14. SAFE TRAVEL AFTER AN ACCIDENT

If **Your Car** is unsafe to drive following an **Accident** while in Singapore, **We** will reimburse the cost of transporting each occupant of **Your Car** at the time of the **Accident** back to his/her residence in Singapore, up to the limit stated in **Your** Car Insurance Summary.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 15. DAILY TRANSPORT ALLOWANCE

**We** will provide a daily transport allowance for each full day **Your Car** is unusable because it is undergoing repairs that are covered under the “Loss or Damage” to **Your Car**’s benefit. The daily allowance amount and maximum number of days that **We** will provide **You** are stated in **Your** Car Insurance Summary.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 16. COURTESY CAR

If this **Policy** includes the Courtesy Car benefit (as stated in **Your Car Insurance Summary**) and **We** assess that **Your Car** is permanently lost, damaged beyond repair, or the cost to repair **Your Car** exceeds its current **Market Value**, **We** will provide **You** with a courtesy car for three months, or until **You** buy and take possession of a replacement car, whichever is earlier. If **You** choose not to use a courtesy car, **You** will not receive any other compensation in lieu of the courtesy car.

The courtesy car will be available once **Your** claim has been accepted and **Our** assessment is finished. The standard courtesy car is a medium-sized saloon with 1.6 litre engine size. While the courtesy car is in **Your** or any **Authorised Driver's** care, **You** or any **Authorised Driver's** will be responsible for any deposits required for the courtesy car, petrol charges, tolls, parking fees, fines, summons, and any damage to the courtesy car that insurance does not cover.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 17. NEW CAR REPLACEMENT

**We** will replace **Your Car** with a new car of the same make, model and specification (if one is available in Singapore), within 12 months of **You** purchasing **Your Car** if:

- **Your Car** is permanently lost, damaged beyond repair, or **We** decide the cost of repairing **Your Car** exceeds its **Market Value** at the time **You** bought it;
- **You** are the **Car's** first registered owner;
- **You** own the **Car** or are buying it via a hire purchase or leasing arrangement and the financing company agrees to the replacement; and
- **Your Car** was not used as a demonstration model by the seller.

The Standard Excess and Young Driver Excess (if applicable) apply for all claims made under this benefit except when the claim results from fire or theft.

## 18. WINDSCREEN COVER

If one or more of **Your Car's Windscreens** are cracked, chipped or broken because of an **Accident** and there is no other damage to **Your Car**, **We** will pay the cost to replace or repair the damaged **Windscreen** under this benefit. **You** will need to pay the first S\$100 if **Your Car's Windscreen** is being replaced, **You** will not need to pay if **Your Car's Windscreen** is being repaired. Repairs for scratches are not covered by this benefit nor are any solar/security films unless originally fitted by the manufacturer.

Claiming under this benefit will not affect **Your** No Claims Discount.

## 19. REPLACEMENT KEYS AND LOCKS

If this **Policy** includes the 'Replacement Keys and Locks' benefit (as stated in **Your Car Insurance Summary**) and the key or device used to access and lock **Your Car** is damaged, lost or stolen, **We** will pay up to the limit stated in **Your Car Insurance Summary** to replace:

- The keys or locking device, key fob and affected locks of **Your Car**;
- The lock transmitter and central locking interface; and/or
- Any affected parts of the alarm and/or immobiliser.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 20. PERSONAL BELONGINGS

If this **Policy** includes the 'Personal Belongings' benefit (as stated in **Your Car Insurance Summary**) and if **Your** personal property or those of a passenger are lost or damaged as a direct result of **Your Car** being involved in an **Accident** or being stolen (and, in both instances, reported to the police), **We** will cover **Your** losses up to the amount shown in **Your Car Insurance Summary**. Personal property includes portable electronic equipment not permanently installed to **Your Car** but excludes money, tickets, documents and goods carried in connection with any trade or business.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 21. MEDICAL EXPENSES

If **You**, the **Authorised Driver** and/or any passengers in **Your Car** are injured solely and directly as a result of an **Accident** while travelling in, getting into or getting out of **Your Car**, **We** will pay the **Medically Necessary** medical and dental expenses arising in connection with that **Accident**, subject to the maximum amount per injured person per **Accident** specified in **Your Car** Insurance Summary.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 22. PERSONAL ACCIDENT

If **You**, the **Authorised Driver** and/or any passengers in **Your Car** die or are injured solely and directly as a result of an **Accident** while travelling in, getting into or getting out of **Your Car**, **We** will pay the injured person or their legal personal representatives a percentage of the Personal Accident Sum Insured (as stated in **Your Car** Insurance Summary), based on the severity of the injury suffered as per the table below:

Severity of Your Injury	Percentage of Sum Insured Payable for driver	Percentage of Sum Insured Payable for each passenger
Fatal <b>Injury</b> directly resulting in death	100%	100%
Total and permanent severance or loss of use of two or more limbs above the wrist/ankle		
Total and permanent loss of all sight in both eyes		
Total and permanent loss of speech and all hearing in both ears		
Third-degree burns (8% or more of the head or >= 20% of the body)		
Total and permanent severance or loss of one limb above the wrist/ankle	50%	50%
Third-degree burns (5% to 8% of the head or 15% to 20% of the body)		
Total and permanent severance or loss of use of all fingers on one hand or toes on one foot		
Total and permanent loss of all sight in one eye		
Total and permanent loss of all hearing in one ear		
Total and permanent loss of speech		

Death, total and permanent severance or loss of use must occur within 90 days of the **Accident** for a claim under this benefit to be valid. Total and permanent severance or loss of use must be beyond cure either by surgical or other treatment and must be diagnosed by a medical practitioner approved by **Us**.

If a person suffers more than one of the injuries listed above in the same **Accident**, **We** will pay the total of all amounts, up to a maximum of 100% of the relevant Sum Insured for that person.

**We** will not pay any benefits arising directly or indirectly from:

- Intentional self-injury, attempted suicide or suicide;
- The wilful participation by **You**, the **Authorised Driver** and/or passengers in illegal and/or unlawful acts; or
- **You** or the **Authorised Driver** being under the influence of drugs and/or above the legal limit for alcohol consumption.

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).



## 23. GUARDIAN ANGEL BENEFIT

If, while occupying **Your Car**, both the driver of **Your Car** (whether **You** or the **Authorised Driver**) and their legally recognised partner suffer an injury for which 100% of the Personal Accident Sum Insured is payable (including a fatal injury directly resulting in death), and they are survived by one or more of their legally recognised children, **We** will pay the Guardian Angel Benefit stated in **Your Car** Insurance Summary to **You** or the **Authorised Driver**'s legal personal representatives (as appropriate).

Claiming under this benefit will not affect **Your** No Claims Discount and no **Excess** is payable (in relation to this benefit only).

## 24. OVERSEAS BOOSTER BENEFIT

If **Your Car** is lost, stolen, or **Accidentally** damaged and unsafe to drive while Overseas during the **Period of Insurance**, **We** will:

- Provide emergency assistance to provide advice on what to do;
- Help get **Your Car** back to Singapore by increasing **Your** overall towing benefit limit by the Additional Towing Expenses benefit stated in **Your Car** Insurance Summary;
- Reimburse **You** (or the **Authorised Driver**'s) road and sea transportation costs in returning to Singapore, along with any telephone calls made to organise this return transportation and towing up, to the maximum amount per person stated in **Your Car** Insurance Summary; and
- Pay the necessary expenses incurred to return the mortal remains to Singapore or to their home country, along with funeral expenses if **You**, the **Authorised Driver** and/or any passengers in **Your Car** die as a result of the **Accident**, up to the maximum amount per deceased person stated in **Your Car** Insurance Summary.

For this **Policy**, 'Overseas' means 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 transit by seas between any of these areas.

Claiming under this benefit will not affect **Your** No Claim Discount and no **Excess** is payable (in relation to this benefit only).

## Your Repair Workshop Options

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### 25. FWD'S PREMIUM WORKSHOPS

Unless **You** have bought the 'Your Preferred Workshop' option (as shown in **Your Car** Insurance Summary), all repairs to or replacement of parts for **Your Car** resulting from any damage covered under this **Policy** must be completed by one of FWD's Premium Workshops (the list can be obtained from [www.fwd.com.sg](http://www.fwd.com.sg)).

Unless **You** have purchased the 'Your Preferred Workshop' option, **We** are not liable for any costs charged by a non-FWD Premium Workshop in repairing **Your Car**.

### 26. YOUR PREFERRED WORKSHOP OPTION

If **You** have bought the 'Your Preferred Workshop' option (as shown in **Your Car** Insurance Summary), **You** can choose to repair damages to **Your Car** or replace damaged car parts covered under this **Policy** at one of FWD's Premium Workshops or a workshop of **Your** choosing. **You** should be aware that the Extended Workmanship Defect Guarantee benefit only applies if repairs are done at an FWD Premium Workshop.

## No Claims Discount

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### 27. 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, a claim has been incurred under this **Policy** and this claim 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 Protection.

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

## 28. LIFETIME NCD GUARANTEE

**You** are automatically eligible for **FWD’s** Lifetime NCD Guarantee if **Your** current No Claims Discount when purchasing or renewing an **FWD** car insurance policy is 50%.

With **FWD’s** Lifetime NCD Guarantee, **Your** 50% No Claims Discount is protected regardless of the number of “at fault” claims made against this **Policy** for as long as **You** are insured by **FWD** and continuously hold a valid and active Singaporean motor licence.

**FWD’s** Lifetime NCD Guarantee is not transferable to another person or insurer, only applies to one car at any one time, and does not mean that **We** will accept or offer renewal terms.

## 29. NCD PROTECTOR

If **You** have bought this benefit (as shown in **Your Car Insurance Summary**), **We** will protect **Your** No Claims Discount for one “at fault” claim during the **Period of Insurance**. If more than one “at fault” claim is made against this **Policy** within the **Period of Insurance**, then **Your** No Claims Discount will be affected as per the below:

Current No Claims Discount	Your No Claims Discount at renewal	
	One "at fault" claim:	Two or more "at fault" claims:
30%	30%	0%
40%	40%	10%

This NCD Protector is not transferable to another insurer and does not guarantee **Our** acceptance or offer of renewal terms.

## Excess

### 30. GENERAL DESCRIPTION OF AN EXCESS

Before **We** become legally responsible for and pay a claim under the "Loss Or Damage" to **Your Car**, New Car Replacement and Windscreen Cover benefits, **You** will need to pay an initial amount (otherwise known as an "Excess") before **We** will make any benefit payments. If **We** have made any payment under this **Policy** that includes an **Excess You** need to pay, **You** will have to refund **Us** this amount upon **Our** request. **You** are legally responsible for any goods and services tax charged on any **Excess** payable.

Scenarios where an **Excess** is or is not payable are clearly highlighted in this **Policy**. The types of **Excess** that might apply are described in the sections below. Please note: If **You** or the **Authorised Driver** submit multiple claims for more than one **Accident** or loss at one time, the appropriate **Excess** will apply to each separate **Accident** or loss.

### 31. STANDARD EXCESS

This applies for all claims under the "Loss Or Damage" to **Your Car** or New Car Replacement benefits. The Standard Excess amount can be found in **Your Car** Insurance Summary.

### 32. YOUNG DRIVER EXCESS

This applies for all claims under the "Loss Or Damage" to **Your Car** or New Car Replacement benefits of this **Policy** where the **Authorised Driver** at the time of the **Accident** is under 27 years of age. The Young Driver Excess is in addition to any Standard Excess that may apply. The Young Driver Excess amount can be found in **Your Car** Insurance Summary.

### 33. WINDSCREEN REPLACEMENT EXCESS

This applies each time one or more of **Your Car's Windscreens** are replaced under the "Windscreen Cover" benefit of this **Policy**. The Windscreen Replacement Excess amount can be found in **Your Car** Insurance Summary.

## 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.

### 34. DAMAGE OR LOSS NOT INSURED UNDER THIS POLICY

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

- Depreciation (including as a result of an **Accident**), wear, tear and mechanical, electrical and/or structural breakdowns;
- Repairs to existing damage not caused by or during an **Accident** covered in this **Policy**;
- Damage to tyres or rims, unless other parts of the **Car** were also damaged by an **Accident** covered in this **Policy**;

- Losses because of damage to or loss of **Your Car**'s software or software data;
- Any loss or damage directly related to **Your** failure to follow any manufacturer's recall or service bulletin;
- Loss or damage caused by the lawful repossession or seizure of **Your Car**;
- Loss, damage or any consequential loss caused by factors beyond **Our** control, such as unavailability of car parts;
- Repair or replacement of a complete set (for example, all four wheels) where the loss or damage is to only part of that set (for example, one wheel), and it is safe to repair or replace just the damaged/lost item(s); and
- Loss or damage caused by war or other acts of foreign enemy (whether war is declared or not) or revolution, strike, riot or civil commotion, flood, typhoon, earthquake, tsunami, volcanic eruption, contamination or pollution by chemical, biological, nuclear or radioactive agents.

### 35. ACTIONS THAT ARE NOT INSURED UNDER THIS POLICY

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

- **Your Car** is used for any purpose other than the uses described on the Certificate of Insurance;
- **Your Car** is not in a roadworthy condition, or is modified without approval from the Land Transport Authority and **Us**;
- The wilful participation by **You**, the **Authorised Driver** and/or passengers in any reckless, illegal and/or unlawful acts such as driving whilst under the influence of drugs and/or alcohol or without the appropriate licence, making a fraudulent claim and driving with more passengers or load than **Your Car** is licensed for;
- Intentional self-injury, attempted suicide or suicide;
- Repairs being carried out without **Our** prior written consent, unless the repair cost is within **Your** S\$300 authorisation limit;
- Any damage and/or loss suffered to **Your Car** if **Your** claim is lodged 14 days after the damage and/or loss occurs;
- If **Your Car** is used to carry passengers for hire, fare or reward unless as part of a car sharing arrangement as described in **Our** "Covered Car Pooling Arrangement" definition below; and/or
- When **You** drive another person's car (with the exception of the Third Party Liability benefit).

### 36. COVERED CAR POOLING ARRANGEMENT

If **You** or an **Authorised Driver** benefits from a car pooling arrangement involving the use of **Your Car** in carrying passengers for social, transit to/from places of employment, or similar non-commercial purposes, **We** will still insure **Your Car**, provided:

- The vehicle seating capacity does not exceed eight passengers (excluding the driver); or
- Total contributions received for the journey concerned do not involve any commercial profit.

If **Your Car** is used under a car pooling arrangement and fails to meet the above definitions, **We** will not be liable for any claims resulting while **Your Car** is being used for car pooling.

## Claiming For Your Benefits

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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](http://www.fwd.com.sg).

### 37. 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 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;
- 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.

### 38. 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 consent:

- 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 liable 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.

### 39. 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, or an inquest 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 liability 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

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

In the first instance, **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 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](mailto:info@fidrec.com.sg)  
Web: [www.fidrec.com.sg](http://www.fidrec.com.sg)

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

## 40. 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 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

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### 41. 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

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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 or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).