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# Third Party Motorcycle Insurance Contract

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This Third Party Motorcycle 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**.

**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 Motorcycle Insurance Summary.

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

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

“**Accident**” refers to a sudden, unexpected and unintentional event, occurring during the **Period of Insurance**, 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.

“**Authorised Rider**” refers to any person holding a valid motorcycle licence whom **You** have given permission to ride **Your Motorcycle**. **Authorised Rider** is insured if **You** have opted for this benefit at the time of purchasing this **Policy**.

“**Excess**” refers to an initial amount that **You** need to pay before **We** will make any payment for a claim under Loss or Damage to **Your Motorcycle**. 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 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**.

“**Market Value**” refers to the cost of replacing **Your Motorcycle**, its **Accessories** and/or its spare parts with one of the same make, model, specification, age, and of similar condition at the time of loss or damage. The **Market Value** of **Your Motorcycle** is inclusive of residual Certificate of Entitlement (COE), i.e. the remaining value before **Your** COE expires.

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

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

## General Provisions

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### 1. THIS POLICY

This Contract, the Motorcycle 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** comply with all of the terms and conditions set out in this **Policy** and pay the premium stated in the Motorcycle Insurance Summary. 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 Motorcycle** at all times as required under Singapore law. It provides **You** the contact number of **Our** 24-hour Emergency Assistance which **You** should call for advice if an **Accident** happens.

Please inform **Us** immediately if any details in **Your** Motorcycle Insurance Summary and Certificate of Insurance 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. In the event that **We** decide to maintain **Your** cover, **We** may charge an 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 and regulations of Singapore.

Please read this **Policy** carefully, including the attached Motorcycle 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 Motorcycle** is being ridden within the Covered Geographical Area, defined as the following:

- the Republic of Singapore;
- West Malaysia (including Penang and other Malaysian islands offshore of West Malaysia);
- 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 Covered Geographical Area. **We** will not provide any benefit under this **Policy** if providing that benefit is prohibited under any economic and trade sanctions applicable in Singapore.

**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 Rider** 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 that **You** may have.

## 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 Motorcycle**, its **Accessories** and its spare parts in a roadworthy condition and take reasonable and necessary care to safeguard them from loss or damage;
- Not use **Your Motorcycle** for commercial purposes such as delivery of goods or for hire/reward;
- Comply with the relevant laws and requirements of public authorities when riding in the Covered Geographical Area
- Inform **Us** immediately if **You** no longer own or have a financial interest in **Your Motorcycle**; and
- Inform **Us** immediately if there is any change in **Your Motorcycle** that materially impairs **Your** ability to ride safely and legally.

**We** may change the terms and conditions of this **Policy** or adjust the premium payable at the time of renewal of this **Policy**.

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

## 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.

## Policy Benefits

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The below outlines the benefits provided by this **Policy** if any of the following happens during the **Period of Insurance**:

- **Your Motorcycle** breaks down or becomes unsafe to ride; or
- **Your Motorcycle** is involved in an **Accident**

## 8. EMERGENCY ASSISTANCE

If **Your Motorcycle** breaks down or becomes unsafe to ride within the Covered Geographical Area, **You** or the **Authorised Rider** can call **Our** 24-hour Emergency Assistance hotline at **+65-6322-2072**. **Our** Emergency Assistance will seek to understand the situation and guide **You** on what to do next.

If, after **Your** 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 Motorcycle** 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 (at **Your** cost).

**We** will also facilitate transportation for **You**, the **Authorised Rider** and/or **Your** passenger to the destination of **Your** choice within the Covered Geographical Area (at **Your** cost).

Claiming under this benefit only will not affect **Your** No Claims Discount and no **Excess** is payable.

## 9. THIRD PARTY LIABILITY

**We** will insure **You** or the **Authorised Rider** and any passengers on **Your Motorcycle** against legal responsibilities arising from an **Accident**, caused by **You** or their actions while riding, getting on or off **Your Motorcycle** and resulting in:

- The death of or bodily injury to a third party; and/or
- Damage to a third party's property, up to a total maximum amount of S\$500,000 regardless of whether there is one or several claims resulting from the same action.

Under this benefit, **We** do not cover any claims for:

- death of or injury sustained by **You**, any **Authorised Rider** while riding **Your Motorcycle**;

- damages to **Your Motorcycle**; and
- damages to property or belongings owned by **You**, **Your Family Members** or **Your** passenger. This includes any item that is under **Your** care, custody or control.

In the event of **Your** death, Third Party Liability benefit continues to apply when **Your Motorcycle** is ridden by **Your** legal estate.

If **We** are legally responsible for a claim under the “Third Party Liability” benefit, **We** may at **Our** sole discretion and expense, arrange for legal representation to undertake the defence in any investigation or official inquiry. However, **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.

For the purpose of this section, “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.

## 10. NO CLAIMS DISCOUNT (NCD)

**Your** NCD is determined by the number of motorcycle insurance claims made for **Your Motorcycle** (under this and previous motorcycle insurance policies) where, in the insurer’s assessment, the rider of **Your Motorcycle** was wholly or partially at fault for the **Accident**, as per the NCD scale below:

No claims for “at fault” Accidents for:	No Claims Discount
One year	10%
Two consecutive years	15%
Three or more consecutive years	20%

When **You** have less than 20% NCD in **Your** existing **Policy** and one or more “at fault” claims are made under this **Policy** within this **Period of Insurance**, **We** will reduce **Your** NCD to “0%”.

However, if **You** have 20% NCD in **Your** existing **Policy**, **Your** 20% NCD is protected regardless of the number of “at fault” claims made against this **Policy** for as long as **You** are insured by **FWD**.

### No Claims Discount (NCD) for renewed policies

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

However, if, at renewal, a claim has been incurred under this **Policy** and has not been assessed yet, **We** reserve the right to take that claim into consideration and recalculate **Your** renewal premium. If **Our** assessment is that the rider of **Your Motorcycle** was neither wholly nor partially at fault for the **Accident**, **We** will restore **Your** NCD and refund any extra premium **You** have paid.

### You should note that:

If **You** or the **Authorised Rider** fail to report an **Accident** to **Us** within 24 hours, **We** reserve the right to reduce **Your** NCD by a maximum of 10%.

**Your** NCD cannot be transferred to another person and applies to one motorcycle at any one time.

## 11. LIFETIME NCD GUARANTEE

**FWD’s** Lifetime NCD Guarantee ensures that **Your** 20% NCD 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 Singaporean motorcycle licence.

**You** are automatically eligible for **FWD’s** Lifetime NCD Guarantee if **Your** NCD is 20% or above, when purchasing or renewing an **FWD** Motorcycle Insurance **Policy**.

**FWD's** Lifetime NCD Guarantee is not transferable to another person or insurer, only applies to one motorcycle at any one time, and does not guarantee **Our** acceptance or offer of renewal terms.

## 12. TOWING EXPENSES

If **Your Motorcycle** cannot be safely ridden because it is damaged in an **Accident**, **We** will reimburse the reasonable cost of towing **Your Motorcycle** to an **FWD** Premium Workshop or a workshop of **Your** choice up to the limit stated in **Your** Motorcycle Insurance Summary.

Claiming under this benefit only will not affect **Your** NCD and no **Excess** is payable.

## 13. SAFE TRAVEL AFTER AN ACCIDENT

If **Your Motorcycle** is unsafe to ride following an **Accident** that happened in Singapore, **We** will reimburse the cost of a single trip transporting **You** or the **Authorised Rider** and the passenger of **Your Motorcycle** at the time of the **Accident** back to **Your** place of choice in Singapore, up to the limit stated in **Your** Motorcycle Insurance Summary.

Claiming under this benefit only will not affect **Your** NCD and no **Excess** is payable.

## Optional Benefits

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### 14. OVERSEAS BOOSTER BENEFIT

If **Your Motorcycle** is stolen, or damaged in an **Accident** and unsafe to ride while it is Overseas during the **Period of Insurance**, **We** will:

- Provide emergency assistance to offer advice on what to do;
- Reimburse **You** (or the **Authorised Rider's**) emergency expenses including:
  - road and sea transportation costs in returning to Singapore;
  - any telephone calls made to organise this return transportation and towing of **Your Motorcycle** up to the maximum amount per **Accident** stated in **Your** Motorcycle 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 Rider** and/or any passenger of **Your Motorcycle** die as a result of the **Accident**, up to the maximum amount per **Accident** as stated in **Your** Motorcycle Insurance Summary.

For the purpose of this section, 'Overseas' means:

- West Malaysia (including Penang and other Malaysian islands offshore of West Malaysia); or
- Southern Thailand (within 80 kilometres of its border with West Malaysia); or
- when in transit by seas between any of these areas

Claiming under this benefit only will not affect **Your** NCD and no **Excess** is payable.

### 15. DAILY TRANSPORT ALLOWANCE

**We** will provide a daily transport allowance for each full day **Your Motorcycle** is unusable due to an **Accident** and it is undergoing repairs. The daily allowance amount and maximum number of days that **We** will provide **You** are stated in **Your** Motorcycle Insurance Summary.

Claiming under this benefit only will not affect **Your** NCD and no **Excess** is payable.

## 16. AUTHORISED RIDER

**You** can choose to cover any other person whom **You** trust to ride **Your Motorcycle** as an **Authorised Rider**. The **Authorised Rider** is covered for the same benefits as **You**.

## 17. HOSPITALISATION EXPENSES DUE TO ACCIDENT

If **You**, the **Authorised Rider** and/or any passenger of **Your Motorcycle** are injured solely and directly as a result of an **Accident** while travelling on **Your Motorcycle**, **We** will pay the hospitalisation expenses arising from that **Accident**, subject to the maximum limit of benefit per **Accident** stated in **Your Motorcycle Insurance Summary**.

Claiming under this benefit only will not affect **Your** NCD and no **Excess** is payable.

### When Benefits Are Not Payable (“General Exclusions”)

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This section outlines scenarios that 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 a 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. These General Exclusions apply to the whole **Policy**.

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

- Any loss or damage due to **Your** failure or negligence to take reasonable and necessary precautions to protect property and minimise claims under this **Policy**, such as but not limited to failing to follow any manufacturer's recall;
- Loss or damage caused by war, other acts of foreign enemy (whether war was declared or not), revolution, strike, riot, civil commotion;
- The participation by **You**, the **Authorised Rider** and/or passenger of **Your Motorcycle** in any reckless, illegal and/or unlawful acts; or
- If **Your Motorcycle** is being used in preparation or participation for any motor competition, track day, any form of race and speed testing.

### 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).

## 18. 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 (in the country where the **Accident** or loss occurs) 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** NCD
- Give **Us** any information and assistance that **We** need to process the claim including attending court to give evidence;
- Inform **Us** immediately before responding to any communication from any third party (including the police); and
- Allow **Us** to examine **Your Motorcycle** and/or interview **You** and/or the **Authorised Rider**.

Please note that 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.



## 19. 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** consent, otherwise **We** reserve the right to reject the claim.

- Admit legal responsibility to anyone, negotiate any payment or refuse any claim;
- Leave **Your Motorcycle** unattended without taking precautions to prevent further loss or damage in the event of an **Accident**;
- Ride **Your Motorcycle** after it is damaged before necessary repairs have been carried out;
- Repair **Your Motorcycle** 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 Rider's** name against any person responsible for the incident.

## 20. WHAT WE WILL DO

**We** will do any of the following:

- Examine the nature and extent of the loss or damage to **Your Motorcycle**, its **Accessories**, and spare parts before it gets sent to repair;
- If **We** pay **Your** claim, **We** may take legal action in **Your** or the **Authorised Rider's** name against any person responsible for the loss, damage or injury at **Our** expense;
- Represent **You** or the **Authorised Rider** in any settlement of any claim, investigation or official inquiry. **We** have the right to decide how to represent and/or defend **You** or the **Authorised Rider** in such proceedings;
- **We** may not continue to defend **You** or the **Authorised Rider**, or settle any claim for damage to property that a third party files against **You** or the **Authorised Rider**, once **We** have paid up to the limit of liability for **Your Policy**; and/or
- Be legally responsible to pay for **Our** share of any claim only, if any other insurance policies cover the same damage, loss or liability.

## 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 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.

## 21. 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

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### 22. CANCELLING THIS POLICY

Both **You** and **FWD** have the right to cancel this **Policy** at any time by giving the other seven days' notice in writing. If **We** cancel this **Policy**, **We** will send that notice to **Your** last-known postal address.

Upon cancellation, **We** will refund 95% of the pro-rated premium (excluding any GST) for the unexpired period, provided no claim has arisen during the **Period of Insurance**. However, **We** will not give a refund if the amount is less than S\$25 (excluding any GST).

**You** must pay any outstanding amount **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 the amount owed is not paid within 14 days.

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