

FWD Commercial Car insurance (Third Party) Policy wording



This is your contract for your insurance policy.

Read it to understand all the benefits as well as the important terms and conditions that apply to your insurance cover. Don't worry, we've made it as easy to read as possible.

If you need help, call our hotline: +65 6820 8888





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About your policy

Thank you for choosing FWD Singapore Pte. Ltd. We're pleased to protect you so that you can focus on living life to the fullest.

Easy to read

We're here to change the way you feel about insurance – starting with this document. We've made it easy to read, so you can understand your benefits and what you're covered for.



We highlight important information like this. Read these carefully.

Words with special meaning

Some words in this policy wording have special meaning.

Accessories	Policy
Accident	We, us, and our
Authorised driver	Your car
Family member	You and your
Period of insurance	

Who is eligible

You can buy this policy if:

- you are a resident of Singapore and have a valid NRIC or FIN, or your sole proprietorship company is a Singapore registered company with a valid Business Registration Number or UEN;
- your driving license has not been revoked or suspended in the last 3 years, or you have never been convicted of DUI (driving under influence) or DWI (driving whilst intoxicated);
- you are holding a valid Singapore driving license;
- your car declared in this application is registered under your individual name or a sole proprietorship company owned by you, or is in your name under a financing agreement;
- your car is not used for any rental purposes;
- your car is in roadworthy condition within the Land Transport Authority's (LTA) guidelines;
- you have never been refused when buying/renewing any commercial car insurance, nor has your commercial car insurance ever been cancelled/voided by your insurer;
- you have not had 3 or more "at fault" claims made against your car insurance in the past 3 years (excluding windscreen claims);

- any authorised family members (spouse, children and parents) driving your car must have a valid Singapore driving licence, or their driving licence has not been revoked or suspended in the past 3 years, and they have never been convicted of DUI or DWI, or have never been refused when buying/renewing any car insurance, nor have their car insurance ever been cancelled/voided by their insurer; and
- no material fact has been withheld and to the best of your knowledge, the information furnished is true and complete. You understand that, otherwise, FWD has the right to either decline your claims or cancel the policy and treat it as never having existed.

Your policy

Your policy is a contract of insurance between you and us. It is made up of the documents listed below:

- Information provided by you during the application process;
- This policy wording;
- Certificate of insurance;
- Your insurance summary;
- Any endorsement to your policy.



Quick summary of your benefits

Table of benefits – your policy benefits at a glance

The table of benefits below shows you the maximum benefit limits that are payable per accident under this policy.

The following amounts are the maximum benefit limits payable per accident under this policy.

Benefits	Maximum limits per accident
Third party liability For causing death or injury to a third party.	No limit
Third party liability For causing damage to third party property.	S\$5,000,000
Third party liability Pays the legal costs and expenses for your legal representation and defence.	S\$3,000
Emergency assistance Offers assistance when your car breaks down or becomes unsafe to drive.	✓

Excess	
Third party liability excess Applies for claims payable when harm or damage is caused to other third parties.	S\$1,500



What you're covered for

In this section, we explain what insurance benefits you and your car are covered for within the covered geographical area, and any specific exclusions or conditions that apply to those benefits in addition to the general exclusions.

When your car caused harm or damage to others

The below outlines the benefits provided by this policy if your car is involved in an accident during the period of insurance.

Third party liability

We will compensate the third party if you, the authorised driver and/or any passengers in your car are legally liable for an event covered by this policy that causes the:

- death of or bodily injury to a third party; and/or
- loss of or damage to a third party's property, resulting from the use of your car.

What you will pay

You will need to pay an excess when there is a claim from third party(ies). The excess amount is shown in your insurance summary.

What we pay

We have the option to pay for:

- third party bodily injury, death or property damage claim.

We will pay the amount you are legally liable for as compensation to the third party.

- cost of legal representation and defence for:
 - a third party bodily injury, death or property damage claim;
 - offence of or charge for causing someone's death by driving, for up to S\$3,000.

Under this benefit, we have the option to:

- arrange for legal representation at any judicial or official enquiry;
- take over the defence in any proceeding for an act or alleged offence relating to an event covered under this benefit; or

- arrange at your request and pay for the legal defence against a charge of causing death by driving.
- costs and expenses:
 - we will pay for any reasonable costs and expenses in connection with an event that is covered under this benefit of the policy, if you have our written permission beforehand.

Not covered

- We will not pay for any legal defence against a charge for murder.
- We will not cover any claims for death or injury sustained by you or any authorised driver while driving your car, or damages to your car and damages to property or belongings owned by you, any authorised driver, your family members or your passengers.

Emergency assistance

We provide help in the event your car breaks down or becomes unsafe to drive due to an accident or otherwise. You or the authorised driver must call our emergency assistance hotline at **+65 6322 2072** at any time in order for us to assist you.

What we will do

If we decide it is best to send a breakdown specialist to help you, we will pay the reasonable cost for them to help you with the following services:

- jumpstart your car;
- towing;
- replacement of flat tyre using your spare tyre;
- petrol top-up; and/or
- battery replacement.



What you're covered for

If your car is beyond roadside assistance

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.

What you will pay

If your car requires the breakdown specialist to provide any replacement parts (such as a battery or tyre) and/or petrol top-up in order to restart your car, you will have to pay the breakdown specialist directly for the costs of such replacement parts and/or petrol top-up.

The services provided under this benefit will not affect your no claims discount (NCD) and no excess is payable.

Not covered

- We do not pay for the cost of repairs or replacement of your car parts if damage is non-accident related.
- We will not pay for any arrangement to tow your car to other places, other than an FWD premium workshop or a workshop of your choice.

No claims discount (NCD)

The premium we charge for this policy is based on your NCD. It is determined by the number of car insurance claims made for your car under this or any previous car insurance policies using the following scale when you renew your policy:

No claims	Your NCD at renewal
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, we will reduce your NCD using the following scale when you renew your policy:

Current NCD	Your NCD at renewal	
	One "at fault" claim:	Two or more "at fault" claims:
10%	0%	0%
20%	0%	0%
30%	0%	0%
40%	10%	0%



Renewal premium with unsettled claim

If at renewal, you have made a claim under this policy that has not been assessed yet, we reserve the right to calculate your renewal premium, taking this claim into consideration. Afterward, if we assessed that you or your authorised driver was not at fault for the accident, we will restore your NCD and refund any extra premium you have paid.

Late reporting reduces your NCD

If you or the authorised driver fail to report an accident to us within 24 hours or by the next working day, we reserve the right to reduce your NCD by an additional 10%.

Your NCD cannot be transferred to another person and only applies to one car at any one time.

Excess

General description of an excess

An excess is an amount that you have to pay for each eligible claim 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 the excess amount. You are legally responsible for any goods and service 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 may apply are described below and the amount can be found in your insurance summary.

Third party liability excess

This amount applies for all claims payable under the "Third party liability" benefit per accident. The third party liability excess amount can be found in the table of benefits.



General exclusions that apply to your policy

General exclusions

These general exclusions outline scenarios that this policy does not cover, and apply to the whole policy unless stated otherwise.

We will not pay for claims arising in relation to, or 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 by this policy;
- any loss or damage whilst your car is being used for any rental or leasing purposes;
- any loss, damage or consequential loss caused by factors beyond our control such as unavailability of car parts;
- any losses caused by 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 of or damage to any goods, parcels, items or personal effects or belongings within the car;
- 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 organisation 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 LTA 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.

In addition to the general exclusions above, we may also set out, throughout this policy, any specific exclusions and conditions where they apply to a certain policy benefit.



Making a claim

Need to make a claim? Read this section to find out how.

How to make a claim

- Report the accident to us at our approved accident reporting centre (ARC) within 24 hours or by the next working day. You may contact our emergency assistance hotline at **+65 6322 2072** for help.
- You need to make a traffic police report as soon as possible or within 24 hours of the accident if the accident involves:
 - fatality;
 - damage to government property;
 - a foreign vehicle;
 - any pedestrian or cyclist;
 - is a hit-and-run case;
 - and/or injury to any party.
- If you are claiming under your car policy, just drive to any FWD premium workshop that is nearest to you if your car is safe to drive. If not, our emergency assistance will send help to tow your car to the nearest FWD premium workshop where they will handle any necessary repairs and help you file a claim.
- You need to provide the following documents:
 - the driver's driving license at point of accident (yours or your authorised driver's);
 - your NRIC;
 - soft copy of your certificate of insurance;
 - police report (if any);
 - scene photos (if any); and/or
 - witness reports (if any).

Your responsibilities

When you make a claim, you have certain responsibilities. These responsibilities apply to you and your authorised driver. If you or your authorised driver don't meet these responsibilities, we may not pay your claim in full, or we may decide not to pay the claim at all.

We reserve the right to lodge a report with the Singapore police or foreign authorities if you or your authorised driver submit a dishonest, intentionally exaggerated or fraudulent claim.

Tell us within 14 days

Claims need to be made within 14 days from the day the accident happened.

Cooperate with us

You and your authorised driver need to provide us with any information and help that we need to process your claim, even after we have already paid your claim. We have the right to refuse to pay your claim if you don't provide us with the information or help we ask for. This may include any of the following:

- attending court to give evidence if there is a dispute.
- allowing us to examine your car.
- undergoing a medical examination, or allowing a post-mortem examination (at our expense).
- being interviewed by us and/or our third party service provider or representatives.
- providing confirmation that you cannot claim against another individual, company or insurer.
- providing (at no cost to us) copies of any documents we request, such as:
 - medical reports or other information about your condition and treatment;
 - original invoices and receipts;
 - police reports; or
 - accurate English translations (confirmed by oath if necessary) of any documents.

If you receive payment from other sources

We will reduce the benefit limit for this policy by any amount you or your authorised driver receives (or is entitled to receive) from any other person or source.



Making a claim

Things to know

Costs of preparing your claim

We are not responsible for any of the costs of filling-in any form or getting any documents, such as death or other certificates.

How we pay property claims

We pay all property claims based on the value of the items at the time of loss or damage. This means you may not get back the full purchase price. If we assess an item as being beyond repair and pay for its replacement, the damaged item becomes our property. You must keep any damaged property and send it to us if we ask for it. You will need to pay for any postage or transportation cost.

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.



Starting or ending your policy

This section explains when your policy starts and ends, and what you'll receive if you cancel it.

When your policy starts

Your insurance cover starts from your coverage start date as shown in the insurance summary.

When your policy ends

Your insurance cover ends on the coverage end date as shown in the insurance summary.

Under this policy, you will not be able to claim for any loss or accident that happens after your policy ends.

Your right to cancel

You can cancel your policy by giving us 7 days' written notice via contact.sg@fwd.com.

What you receive if you cancel your policy

If you cancel your policy after its coverage start date, we will refund 80% of the pro-rated premium (including GST) for the unexpired period if no benefits are payable under your policy, and the refund amount is S\$25 + GST or more.

If you cancel your policy before its coverage start date, we will refund you 100% of the premium less S\$50 + GST being the administrative charge.

Any amount owed by you

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
- charge interest if the amount owed is not paid within the 14 days.

Our right to cancel

We may cancel your policy by giving you 7 days' notice in writing.

What you receive if we cancel your policy

We will refund 80% of the pro-rated premium (including GST) for the unexpired period if no benefits are payable under your policy, and where the refund amount is S\$25 + GST or more. You will still be able to claim a benefit for an event that happened before your policy ends.



Important things to know

In this section, we explain the important legal rights and obligations under your policy.

The information you give us needs to be correct and complete

Read all parts of your policy to make sure they are correct and complete

Your policy is based on the information you gave us during the application process. It is important that the information is correct and complete and you were truthful and accurate with all of the information you provided. This information helped us to decide if you were eligible for the policy, and how much you need to pay.

You should let us know immediately if the information you gave us during the application was inaccurate, misleading, or exaggerated. You should also let us know immediately if the information you gave us has changed after your coverage start date.

You need to provide correct and complete information



Under Section 23(5) of the Insurance Act 1966, we must tell you that you have a duty to provide correct and complete information.

For the information to be correct and complete, you need to tell us:

- everything you know; and
- everything you could reasonably be expected to know, that is relevant to our decision to insure you.

If we later find out that any information is inaccurate, misleading, or exaggerated, we may do any of the following:

- not pay your claim.
- change your insurance coverage by charging a different premium.
- cancel your policy and treat it as if it had never existed.
- request you to top up the premium.

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.

This is a Singapore insurance contract

Your policy is governed by the laws of the Republic of Singapore. Under this contract of insurance, we agree to provide the benefits and protection based on the terms and conditions set out in your policy, and you agree to keep to those terms and conditions.

All amounts are in Singapore dollars

All amounts payable by you or us in relation to this policy will be in Singapore dollars. We will convert any eligible expenses you incur overseas into Singapore dollars at a reasonable foreign currency exchange rate that we choose. We are not legally responsible for any exchange rate-related losses that you may incur.

No benefits are paid if they are illegal

We will not pay any benefit under this policy if paying that benefit is illegal in Singapore under its economic and trade sanctions.

Right of recovery

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 1960 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 15 January 1968;
- The Road Transport Act 1987 of Malaysia; and
- Any later changes to any of these laws or agreements.



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 requirements of the public authorities when driving in the covered geographical area;
- inform us immediately if you no longer own or have a financial interest in your car; and
- inform us immediately if there is any change in your car that materially impairs your ability to drive safely and legally and we may change the terms and conditions of your policy or adjust the premium payable.

Assignment

You may assign your rights, benefits and claims under this policy to another person, only if we agree to it in writing.

Dishonest, exaggerated, fraudulent claims

We may report you to the Singapore police or foreign authorities if we determine that you have submitted a dishonest, intentionally exaggerated, or fraudulent claim. If this happens, you must pay us any amount that we have paid to you (or to another party) under this policy, and that would not have been paid but for the dishonest, intentionally exaggerated, or fraudulent claim.

No rights for others under the policy

You and we are the only parties to your policy. 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.

Legal action against you

If there is legal action against you under this policy, you have to do the following:

- you should inform us immediately.
- forward all communication that you receive regarding any legal action to us.
- check with us before communicating to any third party (including the police) about any legal action.
- you or any person acting for you must not negotiate, admit or reject any claim without our approval in writing.

We may take over to settle or defend any legal claim

We may take over any rights to defend or settle any claim and to take legal action in your name to enforce your rights, or ours, against any other person.

We may also take legal action in your name (at our own expense) to recover any payment we have made under this policy to anyone else.

Policy owners' protection scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you.

For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the General Insurance Association (GIA) or SDIC websites (www.gia.org.sg) or (www.sdic.org.sg).



How to reach us

In this section, we explain your options if you have a query or a problem with your policy.

If you have questions



Chat with Faith, our friendly chatbot

Need help? Chat with Faith and she can help you anytime of the day.



Write to us

You can also email us at contact.sg@fwd.com.



Call us

Alternatively, you can call us at **+65 6820 8888** if you prefer to speak to our customer service team.

How to resolve a concern or complaint

We want to resolve any concerns or complaints you may have, as quickly as possible. You should follow the steps below to resolve your concerns.

<p>Step 1</p> <p>Talk to us</p>	<p>The first thing you should do is talk to one of our consultants about your concerns or complaints. Call our hotline at +65 6820 8888 (9am to 10pm – Mondays to Fridays, 9am to 1pm - Saturdays (excluding public holidays)). The consultant may be able to resolve your concerns or complaints. If not, they may refer you to a manager.</p> <p>The consultant will try to resolve your complaints or concerns as soon as possible.</p>
<p>Step 2</p> <p>Call or write to our Customer Engagement Department</p>	<p>If you feel that your complaint has not been resolved, you can write to:</p> <p>FWD Singapore Pte. Ltd. 6 Temasek Boulevard, #18-01 Suntec Tower 4, Singapore 038986 Tel: +65 6820 8888 E-mail: contact.sg@fwd.com Website: www.fwd.com.sg</p> <p>We will respond to your complaint within 3 working days of us receiving it.</p>



<p>Step 3</p> <p>Seek an external review from the Financial Industry Disputes Resolution Centre (FIDReC)</p>	<p>If we cannot arrive at a mutual agreement, you may approach the FIDReC, a free, independent and fair dispute resolution centre for resolution of disputes between financial institutions and consumers. You can lodge your concerns or complaints by post, online, or in-person. The FIDReC's details are:</p> <p>Financial Industry Disputes Resolution Centre 36 Robinson Road #15-01 City House Singapore 068877 Tel: +65 6327 8878 Email: info@fidrec.com.sg Website: www.fidrec.com.sg</p> <p>You need to remember to quote your policy number in any communication with us or with FIDReC.</p>
<p>Step 4</p> <p>Mediation and arbitration</p>	<p>Any unresolved dispute must first be referred to FIDReC as above. If the sum involved in the dispute is outside the jurisdiction of FIDReC, you agree to resolve the dispute through mediation via the Singapore Mediation Centre in accordance with their mediation rules.</p> <p>If you agree to take part in the mediation, you and we will be required to agree to participate in good faith and agree to adhere to the terms of any settlement reached.</p> <p>If you choose not to take part in mediation or if mediation fails, the dispute will be referred to arbitration in Singapore according to the Arbitration Rules of the Singapore International Arbitration Centre that apply at the point in time. The outcome of the arbitration will be final.</p>



Important words and phrases

The list below explains the meanings of important words and phrases shown in your policy.

Accessories	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	An event that is sudden, unexpected and unintentional occurring during the period of insurance that is the only cause of damage or injury, and has a visible impact on the external appearance of a person's property (for property related claims).
Authorised driver	Any family member holding a valid class of driving licence whom you have given permission to drive your car.
Family member	Your spouse or legally recognised partner, children and parents only.
Period of insurance	The period between the coverage start date and coverage end date (both inclusive) as shown in the insurance summary.
Policy	Refers to the information provided as part of the application process, this contract including the table of benefits, the insurance summary, certificate of insurance and any endorsements attached by us.
We, us, and our	FWD Singapore Pte. Ltd. the issuer of your policy.
Your car	Refers to the vehicle registered with the Land Transport Authority under the car plate number listed in the certificate of insurance.
You and your	The policyholder. Your details are shown in the policy summary or endorsement.