

Your **Motor Car** Insurance Policy



Thank you for choosing DirectAsia to protect you and your vehicle. We hope that this policy is clear as it's important for you to understand the insurance cover you enjoy and the responsibilities we have towards each other.

This document, your Policy Schedule and Certificate of Insurance jointly forms your policy. Please read the documents carefully together as one, and let us know as soon as possible if any clarification is required or any of the details is incorrect.

Please note that some of the words we use in this insurance policy are shown in bold type. These words are defined at the end of the policy.

We aim to deliver the highest standards of service. Your feedback is important to us so please contact us on +65 6665 5555, if you have any.

If you need to make a claim, please call the following hotlines:

24-hour claim hotline	
Whilst in Singapore	+65 6532 1818
Whilst overseas	+65 6991 3555

Policy Owners' Protection Scheme

Your DirectAsia motorcar insurance policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the GIA or SDIC website (www.gia.org.sg or www.sdic.org.sg).

Contents

Your Policy	4
1. Types of Driver Plan	4
2. Types of Vehicle Use	4
3. Lifetime Repair Guarantee	5
4. Low Mileage Usage	5
Your Coverage	6
Section 1: Your Vehicle	6
Section 2: Third Party Liability	7
Optional Benefits	7
1. My Workshop.....	7
2. 24 Hour Breakdown Assistance	7
3. My Accessories.....	8
4. Medical Expenses.....	8
5. Personal Accident	8
6. New for Old Replacement Car	9
7. No Claim Discount Protector Plus	9
8. Repatriation Costs.....	10
9. Loss of Use	10
10. My Car Camera.....	10
Your Responsibility	11
1. Duties and Precautions	11
2. Accident Reporting.....	11
3. Legal Proceedings	11
4. Rights of Recovery.....	12
5. Payment Before Cover Warranty.....	12
6. Automatic Renewal.....	12
7. Material Changes	12

General Information	13
1. Geographical Limitations	13
2. No Claim Discount (NCD)	13
3. Other Insurance	14
4. Governing Laws	14
5. Excluding Third Party Rights.....	14
6. Amendments.....	14
7. Sets and Pairs	14
8. Cancellation	14
9. Our Communications with You	15
10. Arbitration and Mediation	15
General Exclusions	15
1. Driving and Usage	15
2. Failure to Act or Deliberate Actions.....	17
3. Terrorism and War Risks	17
4. Nuclear Risks	17
5. Sanction Clause	17
6. False or Fraudulent Claims.....	17
Definitions	17
Customer care policy	19

Your Policy

This **policy**, including any **endorsements we** have issued, tells **you** what **you** need to know about **your** car insurance and forms a legally enforceable agreement between **you** and **us** during the **period of insurance**. **We** agree to pay the benefits set out in this **policy** on condition precedent that the premium is fully paid in Singapore dollars inclusive of any relevant tax.

All information provided to **us** in **your** application form, including declarations made over the phone, internet or in person would form the basis of this **policy**. **You** must answer all the questions in **your** application accurately and disclose all facts **you** know or could reasonably be expected to know that is relevant to **our** decision before this **policy** is issued. Otherwise, **we** may deny a claim or void this **policy**.

Your coverage under this **policy** is subject to the type of cover, plan, usage and benefits **you** have selected with the corresponding **policy** terms and conditions.

Applicable **excess** are shown on **your** certificate of insurance and **your policy** schedule.

1. Types of Driver Plan

Please refer to **your** selected Driver Plan as shown in **your policy** schedule and Certificate of Insurance.

Driver Plan	Drivers covered
Value	<ul style="list-style-type: none"> • Main driver; • Up to 4 named drivers, of which up to 2 named drivers as young and/or inexperienced driver.
Value Plus	<ul style="list-style-type: none"> • Main driver; • Any authorised driver who are 30 year old and above with 2 or more years of driving licence; • Up to 2 named drivers as young and/or inexperienced driver.
Flexible	<ul style="list-style-type: none"> • Any authorised driver.

2. Types of Vehicle Use

Please refer to **your** selected usage type as shown in **your policy** schedule and Certificate of Insurance.

Usage type	Description
Off-peak	For Vehicle registered under the off-peak car scheme.
Private Use	For personal and leisure use of your vehicle only.
Private use + Commuting to Work	For "Private Use" and commuting to-and-from work use of your vehicle only.
Private use + Business	For "Private Use + Business" use of your vehicle for your business. This excludes carriage of persons or goods for hire or reward.

IMPORTANT NOTE:

- **Your policy** will not provide cover for any usage of **your vehicle** if:
 - it is registered under Private HireR10/R11 (Self-Drive) or Z10/Z11 (Chauffeur) vehicle type with Land Transport Authority (LTA);
 - it is used for any forms of commercial, leasing, rental, carrying of passengers for hire or any form of reward purpose.

- If **you** use **your vehicle** outside of the declared usage type as per the table above, an additional excess of \$1,500 will be imposed on each and every claim.

3. Lifetime Repair Guarantee

If following a valid claim on **your vehicle** repair at **our approved workshop**, **we** will provide a Lifetime Repair Guarantee on all repairs done. This guarantee:

- applies only to “Comprehensive” and “Third Party, Fire & Theft (TPFT)” car insurance plans;
- covers **your** own damage repairs as long as the date of **accident** is on or after 1 April 2017;
- applies for as long as **you** remain continuously insured with **us** and is insured with **us** at the time for such subsequent repair.

However, this guarantee does not apply:

- to repairs that **you** authorised yourself;
- to repairs **you** arrange on **your** own after **we** pay **you** the reasonable cost to repair **your vehicle**, or **we** cash settle **your** claim;
- for electric and hybrid powered vehicle’s battery cells and related power unit defects and/or malfunctions.
- to deterioration and/or wear and tear;
- to deterioration and/or damage arising from another **accident**;
- to deterioration and/or damage because of abuse, misuse, and/or inappropriate use of **your vehicle**;
- to loss or damage to or failure of any mechanical, electrical and/or structural nature not related to the original **accident**;
- to manufacturing defects of the repair parts used;
- when **you** fail to follow any manufacturer’s recall or service bulletin;
- when **you** sell or transfer ownership of the insured **vehicle**.

4. Low Mileage Usage

If **your policy** is insured under the low mileage usage, **you** are covered under this **policy** up to maximum of 8,000 kilometers driven per **policy** year. **Policy** year refers to the period of 12 calendar months from the **policy** inception date.

Conditions applicable to Low Mileage Usage are:

- if **your period of insurance** is less or more than 12 months, **we** will adjust and pro-rate the permitted 8,000 kilometers per **policy** period accordingly to reflect the proportion that **your** actual **policy** mileage permitted during this **period of insurance**;
- **you** are to notify **us** immediately if **your vehicle** mileage usage is expected to or exceeds 8,000 kilometers during the **policy** year. **We** will issue an endorsement to transfer **your policy** to the standard plan with additional premium payable by **you** to continue **your** insurance coverage;
- if **your vehicle** usage exceeds the mileage permitted above, additional **excess** of \$5,000 will apply for each and every claim;
- if **your vehicle** usage does not exceed the mileage permitted above, the unused mileage can be rolled over to the next **policy** year upon renewal;
- **your** Low Mileage **policy** cover will only start from **your** declared mileage and **we** will not pay for any **accident**, damage, loss, injury or liability if the mileage is overdeclared.

Your Coverage

Section 1: Your Vehicle

This section covers **you** for loss or damage to **your vehicle** as per **your policy** cover type below:

Cover type	Causes of loss or damage
Comprehensive	All Accidental causes including vandalism and natural disaster (up to the market value including its accessories at time of loss)
Third Party, Fire and Theft	Fire and Theft only (up to the market value and its accessories at time of loss)
Third Party Only	Not covered

- We** will pay **you** the **market value** of **your vehicle** and **we** will salvage and retain all costs (including authority rebates) that are claimable by **you** at the time of the **accident** or loss if **your vehicle** is declared a **total loss**. **We** will pay any cash settlement to the hire-purchase or leasing company of **your vehicle** named in the schedule.
- We** have the option to repair, reinstate, replace or pay **you** the cost for the loss of or damage to **your vehicle** or its **accessories** not more than the **market value** of **your vehicle** and its **accessories**.
- If **you** are insured under the My Workshop benefit, **you** will be allowed to repair **your vehicle** at any workshop in Singapore. Otherwise, **your vehicle** must be repaired at **our** list of **approved workshop** to claim under this **policy**.
- If **your vehicle** cannot be driven due to damage from an **accident**, **we** will pay a reasonable cost of towing **your vehicle** to the workshop:
 - up to \$200 for **accident** within Singapore;
 - up to \$500 for **accident** within the Geographical Limitations but outside of Singapore.
- If only **windscreen** of **your vehicle** is damaged due to an **accident**, **we** will pay the cost of replacement or repair as long as:
 - you** inform **us** before any repairs or replacement of **your windscreen**;
 - repair is authorised by **us** and are carried out at the **approved workshop**.

However, under this sub-section **we** will not pay for:

- damage to sun roofs or any glass panels fixed to the roof of **your vehicle**;
- replacement of solar film or similar as a result of replacing the **windscreen** (unless **you** have selected the my **accessories** optional benefit);
- repairs or replacement of **windscreen** or other glass panels due to scratches.

Your windscreen claim will not affect **your** No Claim Discount, however, the **excess** shown in **your policy** schedule will apply for each and every claim.

- If **your policy** is under Flexible plan, the following **excess** will apply to each and every claim under this section, depending on the driver at the time of **accident**:

Driver	Excess
Young and/or inexperienced driver	\$2,500
Any authorised driver who is not Young and/or inexperienced	As per own damage excess in the policy schedule.

Section 2: Third Party Liability

We will cover **you** and **your** passenger against legal liabilities arising from an **accident** involving **your vehicle** for:

- death or bodily injury to any person, including while getting in and out of **your vehicle**;
- property damage of up to \$5,000,000 inclusive of all costs arising out of any one **accident**.

We reserve all discretion to arrange for legal representative and/or to pay all or some reasonable legal costs up to \$3,000 to defend or represent **you** or any **authorised driver** covered by **your policy** against any criminal charges that may be brought against **you** or **your authorised driver**. However, **you** must reimburse **us** for any legal costs and/or expenses and **we** will not pay any costs if **you** or **your authorised driver** has been charged with or convicted of the following:

- reckless driving;
- dangerous driving;
- causing death by reckless, dangerous driving or murder.

We will not pay for:

- death or bodily injury which **you** can claim for under the Work Injury Compensation Act;
- death or bodily injury to anyone employed by **you** or **your authorised driver** if such death or bodily injury arises during the course of employment;
- loss or damage to **your vehicle** or property held in trust or owned by or in the care, custody or control of anyone covered under this section;
- loss or damage to property belonging to **your** family member or anyone employed by **you**;
- damage to any **vehicle** or any injury caused by any functional part of a fuel or electrical charging station.

Optional Benefits

Additional insurance benefits are available to further enhance **your policy** coverage. These optional benefits described in this section are subject to additional premium payment by **you** and stated on **your policy** schedule if you had taken up.



1. My Workshop

We will pay for claims under Section 1 for loss or damage to **your vehicle** resulting from an **accident** repaired at any workshop in Singapore. Otherwise, **your vehicle** will be repaired at **our approved workshop**.

This benefit is available for “Comprehensive” and “Third-Party, Fire and Theft” cover types only.



2. 24 Hour Breakdown Assistance

We will pay **you** the reasonable cost of obtaining breakdown assistance. We will also pay the cost of towing **your vehicle** to the nearest repairer of **your** choice if the car cannot be repaired on the spot:

- a. up to \$200 within Singapore;
- b. up to \$500 within the Geographical Limitations but outside of Singapore.

You are required to call **our** service hotline at 6532 1818 or +65 6991 3555 (overseas) to render appropriate assistance.

We will not pay for:

- other claims, loss or damage under this benefit including the cost of repairs or replacement **vehicle** parts;
- any lifting method and services to **your vehicle** before towing **your vehicle**;
- breakdown assistance **you** arranged on **your** own without **our** involvement;
- breakdown assistance due to **your vehicle** running out of fuel and/or energy, incorrect fueling or electrical charge to its power unit.

No Claim Discount will not be affected for claims made solely against this benefit.

This benefit is available for “Comprehensive” and “Third-Party, Fire and Theft” cover types only.



3. My Accessories

We will cover any loss or damage to your specifically declared additional accessories accepted by us that is:

- Land Transport Authority compliant and not originally included in **your vehicle** or local distributor’s normal specification when **your vehicle** was first registered and sold in Singapore;
- caused by an **accident** or theft by visible, forcible and violent entry into **your vehicle**.

We, at our sole discretion, reserve the right to repair, replace or pay you a reasonable amount for the insured accessories under this benefit.

We will not pay for loss or damage due to:

- wear and tear, depreciation, mechanical, electronic or electrical breakdowns, failures or breakages, corrosion or deterioration due to atmospheric conditions, rusting, oxidization, decolourisation;
- any process of cleaning, restoring, altering, maintaining, repairing or scratching of painted or polished surfaces;
- self-ignition or self-explosion;
- willful act, usage beyond manufacturer’s specifications, or modifications made to the **accessories**.

This benefit is available for “Comprehensive” and “Third-Party, Fire and Theft” cover types only.



4. Medical Expenses

We will pay you, your authorised driver and passenger for reasonable medical expenses up to \$3,000 per person arising out of an accident while in your vehicle. No Claim Discount will not be affected for claims made solely against this benefit.



5. Personal Accident

We will pay you and your authorised driver as shown in the scale of compensation for death or bodily injury arising out of an accident, as a driver of your vehicle.

No Claim Discount will not be affected for claims made solely against this benefit.

Scale of compensation

<u>Description</u>	<u>Percentage of sum insured as per policy schedule</u>
Death	100%
Total and permanent loss of all sight: Both eyes One eye	100% 50%
Loss by physical severance at or above the wrist or ankle of: Both hands One hand Both feet One foot One hand and one foot	100% 50% 100% 50% 100%
Loss of sight together with hand or foot: Total and permanent loss of sight in one eye together with the total loss by physical severance of one hand (at or above the wrist) or one foot (at or above the ankle)	100%
Maximum claimable amount within the inforce period of insurance	100%

Our liability under this benefit will cease once **we** pay **you** under the personal **accident** benefit.

We will not pay if the death or bodily injury:

- is not directly arising from driving **your vehicle**;
- occurs more than 3 calendar months from the date of **accident**;
- is directly or indirectly out of intentional self-injury, attempted suicide, suicide, physical or mental defect or infirmity;
- is due to driving under the influence of drugs, or alcohol or medication.



6. New for Old Replacement Car

We will offer **you** a new vehicle replacement if **your vehicle** is declared as **total loss** at **our** sole discretion. We will replace a brand new vehicle of the same or a similar make and model regardless of the prevailing selling price or **we** may offer a cash compensation in lieu if **we** are not able to replace a brand new vehicle of the same or a similar make and model.

We do not guarantee the **COE** for the new vehicle. If it is unsuccessful after the first bid for the **COE**, **we** may, at **our** discretion, pay the published first successful bid price for that particular **COE** tender.

This benefit is available for “Comprehensive” cover only and will not be renewable when **your vehicle** reaches 3 years old from the original registration date of the vehicle as new.



7. No Claim Discount Protector Plus

This benefit is available to **you** if **your** current No Claim Discount entitlement is 30%, 40% or 50% and **your vehicle** continues to be insured by **us**.

We will retain **your** current No Claim Discount entitlement if **you** make no more than one claim during the **period of insurance**. However, No Claim Discount will be reduced from the second claim.



8. Repatriation Costs

We will pay for the transportation cost in the event if **your vehicle** is stolen or not retrieved by **us** for more than 48 hours from the time **you** inform **us** of the **accident**, breakdown or theft.

We will pay for:

- cost of transportation for **you** and **your** passengers back to Singapore up to \$200 per person;
- cost of arrange to return **your vehicle** back to Singapore up to \$3,500 per event.

This benefit is available for “Comprehensive” and “Third-Party, Fire and Theft” cover types only.



9. Loss of Use

We will pay **you** the daily benefit amount as shown in the **policy** schedule when **your vehicle** sustains loss or damaged due to an **accident** and **you** are claiming under **your policy**.

Conditions applicable to this benefit are:

- **you** are to notify **us** of the **accident** damage immediately for **us** to send an authorised surveyor to assess the damage and certify the repair period;
- daily benefit will commence on the day **your vehicle** is delivered to the workshop for repair until the day repair completes;
- **we** will pay **you** up to 10 days per **accident** or the number of repair days assessed by our authorized surveyor, whichever is lower, and up to a maximum of 20 days per **policy** year only;
- if **your vehicle** is declared as **total loss**, **we** will pay **you** from the date of **accident** up to 30 days or until **your new vehicle** is delivered, whichever is lower;
- if **your vehicle** is stolen, **we** will pay **you** from the date of loss up to 30 days or until **your vehicle** is found, whichever is lower.

No Claim Discount will not be affected for claims made solely against this benefit.

This benefit is available for “Comprehensive” and “Third-Party, Fire and Theft” cover types only.



10. My Car Camera

You are eligible for discount on **your** premium under this **policy** if **your vehicle** is installed with a permanent in-car camera and of a type and quality acceptable to **us**. **You** must:

- ensure this camera is kept in good working condition during the **period of insurance**;
- be able to provide **us** on demand with the relevant photographic recording and video of any **accident**;

Failing to adhere to the conditions set out above will result in additional **excess** of \$1,500 for each and every claim.

Your Responsibility

The following conditions apply to this **policy** and **we**, at **our** sole discretion, reserve the right not to pay any claim under this **policy** or declare this **policy** void when the conditions are not met.

1. Duties and Precautions

You must:

- maintain **your vehicle** in a roadworthy condition and compliant with all applicable laws and regulations at all times;
- exchange **your** particulars with the third party following an **accident**;
- not leave the scene of the **accident** or leave **your vehicle** unattended after an **accident** unless:
 - a. after **your vehicle** is towed away from the scene of the **accident**; or
 - b. **you** are escorted away by the authorities;
- take all necessary and proper precautions to prevent further loss or damage following an **accident**;
- not drive **your vehicle** after it is damaged before necessary repairs have been carried out following an **accident**;
- not carry out repairs to **your vehicle** without **our** authorization or dispose of any damaged property before an **accident** inspection;
- take all necessary precautions which in **our** opinion is deemed reasonable;
- cooperate with **us** in every step of the claim process following an **accident**.

2. Accident Reporting

If **your vehicle** is lost, damaged or involved in an **accident**, regardless would it give rise to a claim under this **policy**, **you** must:

- report the **accident** or loss to **us** within 24 hours or by the next working day of the **accident** and have **your vehicle** taken to one of **our** approved reporting centres for **accident** reporting;
- report the **accident** or loss to authorities in the country where the **accident** or loss occurs within 24 hours, if applicable;
- immediately inform **us** of any demand, writ, summons, offer of settlement or notice of any other proceeds **you** have received;
- not admit liability of any kind, make any offer or payment without **our** written consent;
- report to police and co-operate with **us** on convicting third party in case of criminal act that may give rise to a claim under this **policy**.

You must write to inform **us** within 14 days of the **accident** or discovery of damage if **you** are making a claim on **us** for damage to **your vehicle**.

3. Legal Proceedings

If **you** are involved in legal proceeding arising from the **accident**, **we** reserve all right to:

- take over and conduct in **your** name the defense or settle any claim against **you**;
- decide on how the defense is conducted or a claim is settled;
- represent **you** at any inquest or official inquiry;
- take legal action in **your** name against anyone responsible for the loss, damage or injury.

If **we** decide not to continue with the conduct of the defence or settlement of claim, **we** will not be responsible for any damage, losses, costs or expenses incurred by **you** or by any other person as a result of **our** decision.

4. Rights of Recovery

We reserve the right to recover any payment from **you** or any party who incurred the liability, should **we** be obliged to settle a claim by virtue of any applicable law or industry agreement, which without **we** would have not been obliged to pay.

If **we** have paid for any loss, damage or injury under the policy:

- **your** right to recover from another party is subrogated to **us**;
- **we** reserve the right to recover the amount from **you**, should it be determined that the claim was inadmissible under the policy or the policy has been void.

5. Payment Before Cover Warranty

We agree to pay the benefits set out in this **policy** if **you** meet the premium obligations as below:

- **We** must receive the total premium due to **you** on or before the effective date of insurance.
- If the premium due is not paid or received in full by **us** on or before the effective date, the **policy** will be void and no claim or benefits will be payable by **us**. Any premium payment received after the effective date shall have no effect on the void of **your policy**.
- If **you** are permitted to pay **your** premium by installments, then if two or more required installment payments are not paid and received in full by **us** on or before the specific due date, the remaining balance of the **policy** premium shall be payable in full immediately. If no installment payments are made, the **policy** will be deemed to be cancelled from the installment premium due date and no claim or benefits will be payable by **us** for any **accident** on or after the installment premium due date. Any premium payment received after the specific due date shall have no effect on the cancellation of **your policy**.
- If **you** are permitted to pay **your** premium by installments and in the event of any claim made to **your policy**, the remaining outstanding balance of the **policy** premium shall be payable in full immediately before the claim is administered.

6. Automatic Renewal

If **you** have opted for auto-renewal, **we** will renew **your policy** automatically at the premium and on the terms determined by **us**. **You** should be aware that **we** can only consider automatic renewal when:

- **you** have made **us** aware of and **we** have accepted any changes to **your policy** details;
- the credit card details given to **us** by **you** have not changed;
- there are no outstanding payments and/or other breaches of **your policy**.

We are entitled to retain the credit card details provided by **you** to **us** and **we** have the consent of the credit card holder for **us** charge against the credit cards.

We will automatically debit the credit card **we** have on file with the renewal premium. **You** may opt out of automatic renewal at any time in writing to **us** at least 30 days before the expiry of **your policy**.

7. Material Changes

You must inform **us** immediately of any material change which may impact the terms and conditions of **our** cover under this **policy**. **We** may compute any difference in premium from the date of such change even if this happened in a previous **period of insurance**.

General Information

1. Geographical Limitations

This **policy** covers for any **accident**, loss, damage, injury or legal responsibility arising within the geographical areas as specified below:

- The Republic of Singapore
- West Malaysia (including Penang and other Malaysia offshore islands accessible by road)
- Southern Thailand within 80 km from the border of West Malaysia
- **Your vehicle** crossing the straits between Singapore and Tanjong Belungkor, Johor

2. No Claim Discount (NCD)

If **you** have been insured with **us** and no claim is made under this **policy**, **you** will be entitled to discount on **your** premium as follows:

No claims period	NCD
One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five consecutive years	50%
Five years of consecutive 50% NCD record	60%

If there are claims made against **your policy**, **we** will reduce the No Claim Discount as follows:

With the optional no claim discount protector plus cover;

Entitled current NCD	NCD		
	1 claim (NCD Protector plus)	2 claims	3 or more claims
60%	60%	20%	0%
50%	50%	20%	0%
40%	50%	10%	0%
30%	40%	0%	0%

Without the optional no claim discount protector plus cover;

Entitled current NCD	NCD	
	1 claim	2 or more claims
60%	20%	0%
50%	20%	0%
40%	10%	0%
0-30%	0%	0%

However, if **you** fail to report an **accident** to **us** within 24 hours or by the next working day and/or do not provide **your vehicle** to **us** for inspection, **we** will reduce **your** No Claim Discount upon renewal of **your policy** by an additional 10%.

Your No Claim Discount entitlement is not transferrable to any other person and applies to only one **vehicle** at any one time only.

3. Other Insurance

When there is another insurance in effect which provides cover for the same damage, loss or liability, **we** will pay only **our** share of any claim if any other insurance covers the same damage, loss or liability.

4. Governing Laws

This **policy** is governed by and interpreted in accordance to the laws of Singapore and the following legislation and agreements:

- Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) of Singapore;
- Road Transport Act 1987 of Malaysia;
- Motor Vehicle (Third Party Risks) Rules, 1959 of Malaysia;
- Agreement between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore dated 22 February 1975;
- Agreement between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968;
- Any other agreement pursuant thereto and/or any subsequent revision of the above legislation or agreements.

5. Excluding Third Party Rights

A person who has not agreed to be bound by the terms and conditions contained in this **policy** will have no rights under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce any of its terms or conditions.

6. Amendments

You may contact **us** to request a change to be made to **your policy**. Upon **our** approval, acceptance and receipt of any additional premium payable by **you**, **we** will confirm in writing to **you** and amend **your** certificate of insurance and **policy** schedule.

We may change the terms and conditions of **your policy**, including the premium payable, by giving **you** at least 30 days' notice before such change is effected or upon the next period of **your** insurance. **Your** continued payment of the premium after the notice is given to **you** will mean that **you** accept such change.

You will not receive any refund of premium if the refund amount is less than \$10 and **you** will need to pay **us** any additional premium if it exceeds \$10.

7. Sets and Pairs

If the loss or damage items forms part of a set or a pair, the repair or replacement will only apply to the damaged item individually within the set or pair.

8. Cancellation

We may cancel this **policy** by giving **you** either 7 days advanced notice by email to **your** email address or by post to the physical address registered on **your policy**. **You** may cancel **your policy** by giving **us** 7 days written notice.

We will compute any refund of premium as follows.

Premium refund = Premium x unexpired days of **period of insurance** / Original days of **period of insurance**

We will refund a pro-rated premium less a cancellation fee of \$90 (inclusive of GST).

However, **you** will not receive any refund of premium if:

- any claim has been made or expected to arise under this **policy**;
- **you** have not returned **us** the certificate of insurance;
- there is any outstanding money **you** owe to **us**.

9. Our Communications with You

You can make certain transactions online. This may be purchasing **your policy**, administering **your policy**, making a renewal payment or others. These transactions will not be final until **we** receive and process **your** confirmation including payment of any premium due.

You must inform **us** of any change to **your** contact details and maintain an active email, phone number and postal address. **We** are not responsible for communications sent to an inactive or out of date email account, phone number or postal address.

Your confirmation of payment may not be received by **us** for reasons including mechanical, software, computer telecommunications, electronic failures or omission which are outside the control of either party. **You** acknowledge to the extent permitted by law that **we** are not liable to **you** in any way for loss or damage, caused indirectly or directly, in connection with the transmission of an electronic instruction through **our** website or any failure to receive an electronic instruction for any reason.

Your credit card details that **you** provide **us** will be retained after payment is made. For **policy** where premium payment made by credit card, **we** will pay for refund to the credit card used for premium payment.

At **our** sole discretion, **we** may refuse or decline to process any transaction at any time and for any reason. **We** will not be liable to **you** or to any third party except where it constitutes a breach in **your policy** or any failure to process a transaction that is beyond **our** control.

If **you** have authorised any other person to purchase this **policy** on **your** behalf, it is explicitly implied that **you** have agreed and allowed **your** personal details to be shared and declared to abide to all **policy** conditions.

10. Arbitration and Mediation

You and **us** agree that all disputes arising out of this **Policy** shall be settled or resolved by mediation in accordance with the existing mediation procedure and/or relevant legislation in force. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation is unsuccessful, the dispute shall be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre or any other arbitration rules that is agreed between the parties.

General Exclusions

1. Driving and Usage

We will not pay for any damage, loss, **accident**, injury or liability:

when **your vehicle** is:

- not registered pursuant to the Road Traffic Act (Cap. 276) or its registration has been cancelled;
- without a valid road tax, incorrectly used or being driven illegally;

- modified without the approval of the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles Registration and Licensing) Rules or any relevant legislation;
- in an unsafe or not roadworthy condition;
- being use on rails and not on terra firma;
- used to carry goods for payment;
- used while on consignment;
- used for driving instruction, driving training or tuition for a fee;
- used on an airport runway or airport apron area;
- used for any motor competition, racing, contest, trailing and all related activities;
- used for any purpose in connection with the motor trade;
- used without actions taken for any manufacturer/dealer's recall or service bulletin;
- used or under any form of commercial, leasing, rental and/or hire and reward purpose;
- under lawful seizure, repossession of **your vehicle** by government, public authority or legal owner;
- on automated or assisted driving mode and:
 - made, or permitted alterations to any software, except those provided and/or approved by the vehicle manufacturer;
 - failed to install or permit installation of any safety critical software updates relating to the functioning of your vehicle as an automated vehicle which the policyholder or persons insured ought reasonable to have known were safety critical (software updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed);
 - used with any automated or assisted driving mode, where use of such functionality is not permitted.

when **your vehicle** is driven by:

- any driver without a valid licence;
- any named or **authorised driver** who was "at-fault" in two or more **accidents** within three years from the commencement date of **your policy**;
- any named or **authorised driver** whose licence has been suspended or cancelled within five years from the commencement date of **your policy**;
- any named or **authorised driver** who has been refused, terminated or declined insurance within three years from the commencement date of **your policy**;
- anyone under the influence of alcohol or drugs;
- anyone who is under medical advice against driving;

if at the time of **accident**:

- the number of people (including the driver) in **your vehicle** is more than its legal seating capacity;
- is outside the geographical limitations;
- due to incorrect fueling, incorrect charging, lack of fuel or lack of battery charge to **your vehicle**;
- arising from a criminal breach of trust and/or a criminal arrest warranted on **you** or any **authorised driver**;
- to the tyre or rims unless **your vehicle** suffers **accidental** damages at the same time;
- due to failure to exercise due care and diligence to secure, lock or position **your vehicle** from being stolen or damaged;
- due to deterioration, wear, tear, rust, erosion or other form of corrosion;
- to aftermarket parts or **accessories** or non-standard parts on **your vehicle** unless **you** have taken My Accessories optional benefit;

- for existing damage that is not caused by or during the **accident** in question;
- due to mechanical, structural, electronic, electrical or other failures or breakdown whether caused by the manufacturer or otherwise;
- for any personal items stolen from **your vehicle**;
- to repair or replace the set or pair where the loss or damage is to part only of that set or pair;
- related to damage to data, software or computer programmes of **your vehicle**;
- caused by any unauthorised or malicious access to computer system(s) or electronic components and systems, resulting in any reprogramming of software, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the vehicle manufacturer;
- arising from any indirect loss whatsoever;
- resulting from any unlawful act as determined by the authorities including reckless or dangerous driving.

2. Failure to Act or Deliberate Actions

We will not pay claim for any **accident**, damage, loss, injury or liability:

- if **you** fail to fulfill **your** responsibility;
- for intentional and deliberate caused by **you** or person acting with **your** permission;
- **we** deem any way fraudulent;
- due to any false declarations or document;
- related to use of **vehicle** if it breaks any rules, regulations or laws.

3. Terrorism and War Risks

We will not pay for any loss or damage directly or indirectly caused by or as a result of:

- any **act of terrorism** including **nuclear, chemical, biological terrorism**;
- war, invasion, acts of foreign enemies or similar events;
- riot, rebellion, hostilities, civil commotion, mutiny or usurped power (including loss or damage caused by looting or pillaging).

4. Nuclear Risks

We will not pay for any loss or damage directly or indirectly caused by or a result from or in any connection with radioactive agents, weapons or material (whether actual or threatened).

5. Sanction Clause

We will not provide cover or be liable to pay any claim or provision under this **policy** under any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the Republic of Singapore, Malaysia, Thailand, European Union, United Kingdom or United States of America.

6. False or Fraudulent Claims

We reserve the right to not pay for any claim or void the **policy**, and report to the relevant authorities when false or fraudulent claim is made.

Definitions

Any word or expression which has a specific meaning will have the same meaning wherever it appears in the **policy** documents.

Accident or **Accidental** refers to sudden and unforeseen event occurring during the **period of insurance** arising out of ownership, use or maintenance of **your vehicle** covered under this **policy**.

Accessories refers to air intake, exhaust system, body kit, rims, tires, suspension / stabilizer system which are certified Land Transport Authority (LTA) compliant. Additional accessories covered under “My Accessories” optional benefit refers to solar films, in-vehicle entertainment system, and car camera provided they are permanently fitted to **your vehicle** and have no independent power source.

Act of terrorism refers to an act (which may or may not involve using force or violence) by any person or group committed for political, religious, ideological or similar intentions, with the aim of influencing any government or to put the public or any section of the public, in fear.

Amendment refers to an endorsement or other authorised change to **your policy**.

Approved workshop refers to a workshop **we** have appointed, approved and authorised to repair **your vehicle** following a claim.

Authorised driver refers to any driver who has **your** permission to drive **your vehicle** and who is covered under the selected driver plan shown on **your policy** schedule. This person must:

- have a valid licence to drive and must not have been suspended or disqualified from driving within the last 5 years from the commencement date of **your policy** or during the **period of insurance**;
- have not been declined or refused insurance or had insurance terminated by any insurance company within the last 3 years from the commencement date of **your policy** or during the **period of insurance**;
- not have been involved in 2 or more “at-fault” **accidents** within the last 3 years from the commencement date of **your policy** or during the **period of insurance**.

COE refers to the certificate of entitlement for **your vehicle**.

DirectAsia, we, us, our refers to Direct Asia insurance (Singapore) Pte. Ltd.

Excess refers to the amount that **you** are required to pay towards any claim. These amounts are cumulative and the total cumulative **excess** is payable by **you**.

Main driver refers to the person who most frequently drives **your vehicle** and who:

- is age 70 and below;
- holds a valid driving licence for at least 2 years in the period immediately preceding the inception date of **your policy**;
- has no licence suspended or cancelled within the last 5 years from the commencement date of **your policy** or during the **period of insurance**;
- has not been refused insurance or terminated by any insurance company within the last 3 years from the commencement date of **your policy** or during the **period of insurance**;
- has not been involved in 2 or more “at-fault” **accidents** within the last 3 years from the commencement date of **your policy**.

Market value refers to the cost of replacing **your vehicle** with one of the same make and model, of similar condition, specification and age as prevailing immediately before the **accident**.

Named driver refers to a driver who has been named on **your policy** schedule and/or certificate of insurance who:

- has no licence suspended or cancelled within the last 5 years from the commencement date of **your policy** or during the **period of insurance**;

- has not been refused insurance or terminated by any insurance company within the last 3 years from the commencement date of **your policy** or during the **period of insurance**;
- has not been involved in 2 or more “at-fault” **accidents** within the last 3 years from the commencement date of **your policy**.

Nuclear, chemical or biological terrorism refers to using any nuclear weapon or device or releasing any radiation, solid, liquid or gas chemical agent or biological agent in an **act of terrorism**.

Period of insurance refers to the period of time which **your vehicle** is insured under this **policy** as shown in the schedule or certificate of insurance.

Policy refers to this **policy**, **your** application form, **your** declarations, the schedule, the certificate of insurance and any endorsements **we** have issued under this **policy**.

Total loss refers to when **your vehicle** is damaged beyond repair, stolen, or when the economical cost to repair **your vehicle** is above the **market value**.

Windscreen refers to the front, side, rear back and quarter glass but not the sunroof or any glass roof of the **vehicle**, and excludes solar film.

You, your refers to the person named as the policyholder and includes the person or persons named as the **main driver** and/or **named driver** and all other **authorised drivers**.

Young and/or inexperienced driver refers to a **driver** who:

1. is below the age of 30; or
2. holds a driving licence for less than 2 years.

Your vehicle / vehicle refers to the car covered under **your policy**, as shown on the certificate of insurance. The policyholder must be the legal and registered owner of this car within 7 days from the **policy** inception date.

Customer care policy

At **DirectAsia**, **we** strive to provide service excellence to all **our** policyholders. If on any occasion **our** services falls short of **your** expectation, below is what **you** can do:

You should first contact **our** Customer Service Department. **You** can email to **us** at customerservice@directasia.com or call our hotline at (65) 6665 5555. **We** will look into **your** matter and respond within 3 working days and if further action needed, **we** will provide **you** a full reply within 14 working days.

If **you** are dissatisfied with **our** respond, **we** will refer **you** to Financial Industry Disputes Resolution Centre (FIDReC) who is an independent dispute resolution organization. **You** may consider to contact them and submit **your** matter to FIDReC for settlement by mediation in accordance with the mediation procedure in force.

FIDReC’s details are:

Financial Industry Dispute Resolution Centre Ltd
36 Robinson Road
#15-01, City House
Singapore 068877
Telephone: 6327 8878
Email: info@fidrec.com.sg



DirectAsia Car Insurance in Singapore is issued by Direct Asia Insurance (Singapore) Pte. Ltd.

(Reg. No: 200822611G)

We are here to help
Call us at +65 6665 5555 or visit DirectAsia.com

The information contained in this document is confidential, privileged and only for the information of the intended recipients and may not be used, published or redistributed without the prior written consent of Direct Asia Insurance (Singapore) Pte. Ltd.