

Important. Please read and keep it safe.



Car Insurance Policy

Comprehensive

Guide to your

Aviva Car Policy

Contents

	Page
Contract	1
Definitions	1-2
Loss or damage to your car	2-3
Your liability	3-4
Injury to you	5
Medical expenses	5
Personal belongings	5
Child seat cover	5
Emergency treatment	5
No claims discount	6
Glass	6
Use of your car outside Singapore	6
Replacement locks and keys	6
Additional personal accident cover	7
Additional audio cover	7
Identity theft cover	7
Loss of use cover	8
General exceptions	8
General conditions	9-10
Emergency breakdown assistance	10
Our promise of service	11
Customer care policy	11
How to make a claim	11

Your Aviva Car Policy

This policy booklet forms part of **Your** legal contract with **Us** and explains exactly what **You** are covered for. **Your Schedule** shows the level of cover **You** have chosen.

The contract of insurance

This policy is a contract of insurance between **You**, the **Policyholder**, and **Us**, Aviva Ltd.

This policy, the application or any statement of facts, any clauses endorsed on the policy, the **Schedule**, the **Certificate of Insurance** and any changes highlighted in **Your** renewal notice form the contract of insurance between **You** and **Us**.

In return for **You** paying **Your** premium, **We** will provide the cover shown in the **Schedule** for any accident, injury, loss or damage that happens within the **Territorial limits** during the **Period of Insurance**.

Choice of law

The law of the Republic of Singapore will apply to this contract unless:

- **You** and the **Insurer** agree otherwise.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Your cancellation rights

You have the right to cancel **Your** policy without penalty within 14 days from the day of purchase or renewal of the contract, or the day on which **You** receive **Your** policy or renewal documentation, whichever is the latter.

If **You** wish to do so and **You** have not made a claim, **You** will be entitled to a full refund of the premium paid.

If **Your** policy has been in effect for more than 14 days, **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a short period basis for the period **You** have received cover.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

You must return **Your** original **Certificate of Insurance** to enable **Us** to cancel **Your** policy.

To cancel **Your** policy, please call **Our** Customer Services Department on 6827 9966.

Additional covers - Refund of premiums

If **You** have purchased additional cover options with this policy, a refund will not be available on those additional covers unless **Your** insurance has not yet commenced, or **You** remove these or cancel within the 14-day cancellation period.

Changes we need to know about

Please tell **Us** immediately when **You** become aware of:

- Any changes to **Your** circumstances which may affect this insurance; or
- Any other material facts - for example, a change to the people to be **Insured**, convictions for any of the people to be insured, a change of vehicle or a change in the way the vehicle is used.

Definitions

Wherever the following words or phrases appear in bold, they will have the meaning described below.

Accessories

Parts of **Your car** which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems provided they are permanently fitted to **Your car** and have no independent power source.

Approved repairer

A facility approved by **Us** for the repair, damage assessment or storage of **Your car**.

Certificate of Insurance

The current document that proves **You** have the car insurance required by the **Road Traffic Act** to use **Your car** on a road or other public places. It shows who can drive **Your car**, what **You** can use it for and whether **You** are allowed to drive other cars. The **Certificate of Insurance** does not show the cover **You** have.

Endorsement

Changes in the terms of **Your** policy. These are shown in **Your Schedule**.

Excess

The amount **You** may be required to pay towards any claim.

Fire

Fire, self-ignition, lightning and explosion.

Ignition keys

Any key, device or code used by **You** to secure, gain access to, and enable **Your car** to be started and driven.

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market value

The cost of replacing **Your car** with one of the same make, model, specification and condition inclusive of residual certificate of entitlement (COE) and preferential additional registration fee (PARF) at the time of loss.

Period of insurance

The period of time covered by this policy, as shown in the **Schedule**, and any further period that **We** agree to insure **You**.

Personal belongings

Personal property within **Your car**, including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **Your car**.

Road Traffic Act

Any Acts, Laws or Regulations, which govern the driving or use of any car in The Republic of Singapore, West Malaysia, and Peninsular Thailand.

Schedule

The document which gives details of the cover **You** have.

Territorial limits

The Republic of Singapore, West Malaysia and Peninsular Thailand up to 80 kilometers from the border with West Malaysia. **You** are also **Insured** when **Your car** is in transit by direct sea route between Singapore and the mainland of West Malaysia.

Theft

Theft, attempted **Theft** or taking **Your car** without **Your** consent.

We/Us/The Insurer

Aviva Ltd except where otherwise shown for any policy section.

You/Your/Insured/Policyholder

The person named in the **Schedule**.

Your car

Any car vehicle described in the **Schedule** and any other car vehicle for which details have been supplied to **Us** and a **Certificate of Insurance** bearing the registration mark of that car vehicle has been delivered to **You** and remains effective. Any car vehicle loaned to **You** or a permitted driver shown on **Your Certificate of Insurance** by a supplier **We** have nominated following a claim under the policy.

Any car vehicle loaned to **You** or a permitted driver shown on **Your Certificate of Insurance** for up to seven days by a garage, car engineer or vehicle repairer while the car vehicle described on **Your Schedule** is being either serviced, repaired or having LTA Tests for certification.

Your partner

The husband or wife of the **Policyholder**, or the **Policyholder's** domestic or civil partner living at the same address as the **Policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Section 1

Loss or damage to your car

If **Your car** is lost, stolen or damaged, **We** will:

- Pay for **Your car** to be repaired; or
- Replace **Your car**; or
- Pay **You** a cash amount equal to the loss or damage.

We may decide to use suitable parts or **Accessories** not supplied by the original manufacturer.

The same cover also applies to:

- **Accessories**,
- Audio equipment permanently fitted to **Your car**. The most **We** will pay for audio equipment is S\$500.
- Spare parts and components for **Your car** while these are in or on **Your car** or while in **Your** private garage. The most **We** will pay for **Accessories** is S\$500 unless fitted by the manufacturer.

The most **We** will pay will be the **Market value** of **Your car** at the time of the loss.

If **We** know that **You** are still paying for **Your car** under a hire purchase or leasing agreement, **We** will pay any claim to the owner described in that agreement. **Our** liability will then end.

Accident recovery

Within the **Territorial limits**, **We** can arrange for the protection and removal of **Your car** to the nearest repairers. In the event of an accident, please call **Our** Claims Helpline and **We** will arrange for the following at no additional cost:

- Someone to come out and help. If **Your car** cannot be made roadworthy immediately it will be taken to **Our** nearest **Approved repairer**.
- **Your car** can be taken to a repairer of **Your** choice but this may lead to delays in arranging the repairs to **Your car** and may involve **You** paying an additional **Excess**.
- In Singapore only, transport for **You** and **Your** passengers home.
- Delivering the car back to **Your** address in Singapore after the repairs have been carried out.

In providing accident recovery assistance, **We** will use **Our** reasonable care and skill when providing the service. **We** can however, cancel services or refuse to provide them if, in **Our** opinion, the demands made are excessive, unreasonable or impractical.

New car replacement

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

- The cost of repairing any damage covered by the policy is more than 70% of the car's Singapore list price (including COE and GST) when **You** bought the car; or
- **Your car** is stolen and not recovered.

We will only replace **Your car** if:

- **You** or **Your partner** own the car or are buying it under a hire purchase agreement or other type of agreement where ownership passes to **You**;
- The Financing Company agrees; and
- **You** or **Your partner** are the first registered keeper of the car.

Cars sold as 'ex demonstrators' do not qualify for replacement under this section.

Excesses

If **Your car** is lost, stolen or damaged, **You** may be responsible for paying the **Excess** shown in **Your Schedule**.

If **You** choose to have **Your car** repaired at a repairer that is not an Aviva-**Approved repairer**, then the **Excess** shown in **Your Schedule**, or below, will be doubled.

The **Excess** shown below will apply as well as any other **Excess** for damage claims, while the person driving **Your car** is:

	Excess amount
(a) Aged 25 or under	S\$2,500

or;

- (b) Has held a valid full driving licence for less than 1 year S\$1,000.

The excess applied to windscreen claims can be found in Section 9 of this policy.

Uninsured driver promise

If the driver of **Your car** is involved in an accident caused by an uninsured car, **We** will refund the cost of any **Excess You** have had to pay. **You** must provide:

- The vehicle registration and the make/model of the car; and
- The driver's details.

This promise only applies where the driver of **Your car** was not at fault for the accident.

Exceptions to section 1 of your policy

We will not pay for:

- Loss of use, wear and tear, depreciation.
- Mechanical, electrical or electronic failure, breakdown or breakage.
- Computer and equipment failure or malfunction.
- Loss or damage arising from **Theft** whilst the **Ignition keys** of **Your car** have been left in or on the car.
- Damage to tyres by braking or by punctures, cuts or bursts.
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- Loss of value following repair.
- Loss or damage arising from confiscation or requisition or destruction, by or under order of any Government or Public or Local Authority.
- Loss or damage directly arising from **Your** failure to comply with any manufacturer's recall or service bulletin.

Section 2 Your liability

We will insure **You** for all amounts which **You** may have to pay as a result of **You** being legally liable for:

- A person's death or injury.
- Damage to their property up to a maximum amount of S\$5,000,000 including claimant's costs and expenses and any other costs and expenses incurred with **Our** written consent in relation to damage to their property as a result of an accident caused by:
 - **Your car**.
 - Any trailer while it is being towed by **Your car**.

On the same basis that **We** insure **You** under this section, **We** will also insure the following persons:

- Any person **You** give permission to drive **Your car** provided that **Your Certificate of Insurance** allows that person to drive.
- Any person **You** give permission to use (but not drive) **Your car**, but only whilst using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **Your car**.
- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as **Your Certificate of Insurance** allows business use. This does not apply if:
 - The vehicle belongs to or is hired by such employer or business partner;
 - The **Insured** is a corporate body or firm;
 - The owner, providing the owner cannot claim under any other policy.

Legal personal representatives

If anybody who is **Insured** under this section dies, the cover they would have received under our legal costs section, will be extended to his or her legal personal representatives.

Legal costs

If **You** are involved in an incident which is covered under this section, **We** will pay the fees and disbursements of any legal representative **We** agree to, to defend anyone **We** insure under this section:

- At a coroners inquest;
- Fatal accident enquiry;
- In any proceedings brought under the **Road Traffic Act** or equivalent in Malaysia or Thailand.

We will not pay representation for:

- A plea of mitigation (unless the offence **You** are charged with carries a custodial sentence);
- Appeals.

Exceptions to section 2 of your policy

We will not pay for:

- (1) Any claim if any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (2) Death of, or injury to any employee of the insured person which arises out of, or in the course of, that employee's duties, unless **We** must provide cover under the **Road Traffic Act**.
- (3) Any claim, if the claim relates to loss or damage to property that belongs to anyone **We** insure or is in their care.
- (4) Damage to any vehicle covered by this section.
- (5) Loss, damage, injury or death while any vehicle is being used on:

- Part of an aerodrome or airport used for aircraft taking off or landing;
- Aircraft parking areas including service roads;
- Ground equipment parking areas; or
- Any parts of passenger terminals within the Customs examination area;

unless **We** are liable under the **Road Traffic Act**.

- (6) Any loss, damage, injury or death arising from **Your** failure to comply with any manufacturer's recall or service bulletin.
- (7) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **We** are obliged by the **Road Traffic Act** to provide insurance:
 - (a) Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - The use or threat of force and/or violence and/or;
 - Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.
 - (b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
In respect of (7)(a) and (b), where **We** are obliged by the **Road Traffic Act** to provide insurance the maximum amount, **We** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **You** or any other person, for which cover is provided under this section, will be:
 - S\$5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
 - Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Act**.
- (8) Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **Period of Insurance** except where such liability is required to be covered under the **Road Traffic Act**.

For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

Section 3 Injury to you

If **You** suffer accidental bodily injury in direct connection with **Your car** or while getting into, out of, or travelling in any other private car, not belonging to **You** or hired to **You** under a hire purchase agreement, **We** will pay S\$20,000 if, within three months of the accident, the injury is the sole cause of:

➤ Death.

Or S\$10,000 if, within three months of the accident the injury is the sole cause of:

➤ Irrecoverable loss of sight in one eye or total and permanent loss of hearing one ear.

➤ **Loss of any one limb.**

The most **We** will pay after any accident is S\$20,000.

The most **we** will pay during any one **Period of Insurance** is S\$20,000.

If **You** have any other policies with **Us** in respect of any other car or cars **You** will only be able to obtain compensation for **Your** injuries under one policy.

Exceptions to section 3 of your policy

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 4 Medical expenses

If **You** or any other person in **Your car** are injured as a direct result of **Your car** being involved in an accident, **We** will pay the medical expenses arising in connection with that accident. The most **We** will pay for each injured person is S\$1,000.

Exceptions to section 4 of your policy

Any physiotherapy treatment.

Section 5 Personal belongings

We will pay **You** (or, at **Your** request, the owner) for loss or damage to personal belongings caused by **Fire**, **Theft** or an accident while they are in or on **Your car**.

The maximum amount payable for any one incident is S\$500 subject to **You** making a claim under Section 1 of **Your** policy.

Exceptions to section 5 of your policy

We will not pay for:

- Money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- Goods or samples carried in connection with any trade or business.

Section 6 Child seat cover

If **You** have a child seat fitted in **Your car** and **Your car** is involved in an accident or is damaged following **Fire** or **Theft** which damages the child seat, **We** will contribute up to S\$250 per child seat towards the cost of a replacement, subject to **You** making a claim under Section 1 of **Your** policy.

Section 7 Emergency treatment

We will reimburse any person using **Your car** for payments made under the **Road Traffic Act** for emergency medical treatment.

Section 8

No claims discount

If no claim is made under **Your** policy, **We** will increase **Your** no claims discount when **You** renew **Your** policy in line with the scale **We** apply at that time. Where the accident was not **Your** fault and the driver was uninsured, **You** will not lose **Your** no claims discount.

If **Your** renewal is due and investigations are still on-going, **You** may lose **Your** no claims discount temporarily.

Once **Our** investigation is complete and **We** have confirmed that the accident was the fault of the uninsured driver, **We** will restore **Your** no claims discount and refund any extra premium **You** have paid.

Where **You** have made a claim, **We** may reduce **Your** no claims discount in line with the scale that **We** apply at that time.

We do not grant no claims discount for policies running for less than 12 months. If **We** allow **You** to transfer this policy to another person, any no claims discount **You** have already earned will not apply to the person to whom the policy is being transferred.

Section 9

Glass

We will pay for the replacement or repair of the glass in **Your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **Your car** suffers scratching arising solely from the breakage of glass.

You must telephone **Our** Claims Helpline before any work is carried out. **We** will direct **You** to an **Approved** **repairer**.

For replacement of glass, if **You**:

- Use **Our Approved repairer**, **You** will have to pay the first S\$100 of the cost of glass replacement.
- Do not use **Our Approved repairer**, the most **We** will pay towards the cost of glass replacement is S\$600 less **Your Excess** of S\$100.

Repair

If the glass is repaired rather than replaced:

- **We** will not charge any **Excess** if **You** use **Our Approved repairer**.
- If **You** do not use **Our Approved repairer**, **You** will have to pay the first S\$25 of the cost of the repair.

Section 10

Use of your car outside Singapore

This policy provides the minimum necessary cover to comply with the laws on compulsory insurance of vehicles in:

- The Republic of Singapore, West Malaysia and Peninsular Thailand up to 80 kilometers from the border with West Malaysia.
- Transit by direct sea route between Singapore and the mainland of West Malaysia.

Cover includes:

- Reimbursement of any customs duty **You** may have to pay on **Your car** after its temporary importation into any country within the **Territorial limits**, subject to **Your** liability arising as a direct result of any loss of or damage to **Your car** which is covered under Section 1 of **Your** policy.
- General Average contributions, Salvage, Sue and Labour charges whilst **Your car** is being transported by sea between any countries within the **Territorial limits** provided that loss of or damage to **Your car** is covered under Section 1 of **Your** policy.

If you take your car abroad

All countries covered under this section have agreed that **Your Certificate of Insurance** provides sufficient evidence that **You** are complying with the laws on the compulsory insurance of vehicles in any of these countries that **You** visit.

If **You** have purchased loss of use cover **We** do not provide a replacement car outside The Republic of Singapore.

Section 11

Replacement locks and keys

If this additional cover is purchased and is shown on **Your Schedule** and **Your Ignition keys** are lost or stolen, **We** will pay up to a maximum of S\$500 the cost of replacing the:

- Keys or key fob;
- Affected locks;
- Lock transmitter and central locking interface;
- Affected parts of the alarm and/or immobiliser;

provided that **You** can establish to **Our** satisfaction that the identity or garaging address of **Your car** is not known to any person who is in possession of **Your Ignition keys**.

Section 12

Additional personal accident cover

If this additional cover is purchased and is shown on **Your Schedule**, **We** will cover **You** and any passengers travelling in **Your car** for any accidental bodily injury in direct connection with **Your car** or while getting into or out of **Your car**.

We will pay S\$100,000 if, within three months of the accident, the injury is the sole cause of:

➤ Death.

Or S\$50,000 if, within three months of the accident the injury is the sole cause of:

➤ Irrecoverable loss of sight in one eye or total and permanent loss of hearing one ear.

➤ **Loss of any one limb.**

The most **We** will pay after any accident is S\$100,000.

The most **we** will pay any one person during any one **Period of Insurance** is S\$100,000.

If **You** have any other policies with **Us** in respect of any other car or cars **You** will only be able to obtain compensation for **Your** injuries under one policy.

Exceptions to section 12 of your policy

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 13

Additional audio cover

If this additional cover is purchased and is shown on **Your Schedule** and if **Your car's** audio equipment is lost or stolen, **We** will pay up to a maximum of S\$1,500 under Section 1 of this policy. Subject to **You** making a claim under Section 1 of **Your** policy.

Section 14

Identity theft cover

If this additional cover is purchased and is shown on **Your Schedule** **We** will pay for expenses incurred by **You** as the direct result of an identity fraud discovered during the period of the policy.

We will pay up to a maximum of S\$2,500 for:

- Legal fees in relation to **You**:
- Defending lawsuits brought against **You** by merchants or their collection agencies,
- Removing any criminal or civil judgments entered against **You** as a direct result of fraudulent use of **Your** identity,
- Challenging the accuracy or completeness of any information in a consumer credit report.
- Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors for the purpose of defending or correcting **Your** damaged credit status.
- Expenses incurred or loan application fees resulting from re-applying for a loan rejected because the lender has acted upon incorrect credit information.
- Lost wages for time taken off work to deal with law enforcement agencies, credit agencies or lawyers arising solely from someone having committed a crime in **Your** name subject to a maximum payment of S\$500 per week.
- Costs involved in the replacement of a Singapore driving licence, NRIC/FIN identity card.

We will also pay up to a maximum of S\$500 for:

- Any fraudulent transaction on **Your** credit card.

We will not pay for:

- Any expenses arising from a contractual arrangement between **You** and the issuer of a credit card including late payment charges or penalties.
- Any amount **You** could be reimbursed directly by a credit card provider.
- Any loss incurred outside of the **Territorial limits** of this policy.
- **Your** no claims discount will not be affected by making a claim under this section.

Section 15

Loss of use cover

If this additional cover is purchased and is shown on **Your Schedule**, **We** will pay for up to 10 days the cost of a replacement car to be supplied to **You**, to reduce **Your** inconvenience and where possible ensure **You** remain mobile after an accident. It is not intended for this replacement car to be an exact replacement for **Your** own car. All replacement cars will have comprehensive cover in place for the period the car is provided. Please note that a replacement car cannot be provided until **Your** claim has been accepted and cover has been confirmed.

Important information

- A standard replacement car is a medium size saloon car with an engine size of 1.6 litre.
- If **Your car** is immobile or unroadworthy **We** aim to provide a replacement car within one working day (however if an incident occurs during a weekend it may not be possible to provide a courtesy car until the following Monday).
- In order to avoid undue delays, please advise **Us** during the early stages of **Your** claim if a manual transmission replacement car is required. Manual replacement cars can be supplied, providing the car being repaired is a manual.
- If **You** require the replacement car for more than 10 days, this will be at **Your** own cost. **Our** contractor however, will provide a discounted rate in such circumstances.
- If **You** chose not to have the replacement car provided, **You** will not be entitled to an alternative replacement car from an alternative supplier.

General exceptions

We will not pay for:

- (1) Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - Used otherwise than for the purposes described under the "Limitations as to use" section of **Your Certificate of Insurance**.
 - Driven by, or is in the charge of any person for the purposes of being driven who:
 - Is not described under the section of **Your Certificate of Insurance** headed "Permitted drivers";

- Does not have a valid and current licence to drive **Your car**;
 - Is not complying with the terms and conditions of the licence;
 - Does not have the appropriate licence for the type of vehicle;
 - Is under the influence of intoxicating liquor or drugs.
- Used whilst in an unroadworthy condition.

We will not withdraw this cover:

- While **Your car** is in the custody or control of:
 - A member of the car trade for the purposes of maintenance or repair, or
 - An employee of a hotel or restaurant or car parking service.
 - If the injury, loss or damage was caused as a result of the **Theft of Your car**.
 - By reason of the person driving not having a driving licence, if **You** had no knowledge of such deficiency.
- (2) Any liability **You** have accepted in an agreement which **You** would not have had if that agreement did not exist.
 - (3) (a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
(b) Any legal liability.
That is directly or indirectly caused by, contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.Except to the extent that it is necessary to meet the requirements of the **Road Traffic Act**.
 - (5) Any accident, injury, loss or damage if **Your car** is registered outside the Republic of Singapore.
 - (6) Any accident, injury, loss or damage while any vehicle insured under this policy is being used outside of the **Territorial limits**.
 - (7) Any person who is not party to this contract. Such persons shall have no rights under the Contracts (Rights of Third Parties) Act 2001 or any subsequent revisions of this act to enforce any of its terms.

General conditions

1. Claims procedure

Following any accident, injury, loss or damage (irrespective of whether it would give rise to a claim), **You** or **Your** legal personal representatives must, within 24 hours of the accident (or by the next working day), report the accident to **Us** giving full details of the incident by calling 6333 2222.

Any communication **You** receive about the incident should be sent to **Us** immediately.

You or **Your** legal personal representatives must also let **Us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

You or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If **We** want to, **We** can take over and conduct, in **Your** name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for **Our** own benefit to recover any payment **We** have made under this policy.

We shall have full discretion in the conduct, of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy, shall give **Us** all the information, documents and assistance **We** require to enable any claim to be validated for **Us** to achieve a settlement.

You must notify the Police as soon as reasonably possible if **Your car** is lost, stolen or broken into.

2. Cancelling this policy

You have the right to cancel **Your** policy without penalty within 14 days from the day of purchase or renewal of the contract, or the day on which **You** receive **Your** policy or renewal documentation, whichever is the latter.

If **You** wish to do so and **You** have not made a claim, **You** will be entitled to a full refund of the premium paid.

If **Your** policy has been in effect for more than 14 days, **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a short period basis for the period **You** have received cover.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

You must return **Your** original **Certificate of Insurance** to enable **Us** to cancel **Your** policy.

We may cancel this policy by sending 7 days written notice to **Your** last known address.

If after a claim, **Your car** has been declared a total loss, then **Your** policy will be cancelled without refund of premium.

To cancel **Your** policy, please call **Our** Customer Services Department on 6827 9966.

3. Other insurance

If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **We** will only pay **Our** share of the claim. This condition does not apply to benefits under Section 3.

This provision will not place any obligation upon **Us** to accept any liability under Section 2 which **We** would otherwise be entitled to exclude under Exception 1 to Section 2.

4. Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard **Your car** from loss or damage.

You shall maintain **Your car** in a roadworthy condition.

We shall have at all times free access to examine **Your car**.

5. Arbitration

Except for claims under Section 3, where **We** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator (in accordance with the Arbitration Act) to be agreed between **You** and **Us** in accordance with the law at the time. When this happens, a decision must be made before **You** can take any legal action against **Us**.

6. Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

7. Fraud

If any claim is in any way fraudulent or if **You** or anyone acting on **Your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

8. Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **Us** to settle a claim which, if this law had not existed, **We** would not be obliged to pay, **We** reserve the right to recover such payments from **You** or from the person who incurred the liability.

9. Direct right of access

Third parties may contact **Us** directly in the event of accident. In these circumstances **We** may deal with any claim, subject to the terms and conditions of **Your** policy.

10. Car sharing and insurance

If **You** receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **We** will not consider this to be carriage of passengers for hire or reward provided the:

Vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver).

Passengers are not being carried in the course of a business of carrying passengers.

Total contributions received for the journey concerned do not involve an element of profit.

Important

If **Your car** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of **Your** policy **You** should immediately contact **Us** for confirmation.

Emergency breakdown assistance

All Aviva car policies provide **You** with free access to the Aviva Emergency Breakdown Assistance Helpline. The helpline is managed on **Our** behalf by AutoSwift Recovery Ptd Ltd (ASR), a wholly-owned subsidiary of The Automobile Association of Singapore (AA). If **You** require assistance following the breakdown of **Your car**, call **Our** hotline 6333 2222, which is open all day, all night and everyday of the year. The person **You** speak to will be able to understand the nature of **Your** emergency and what assistance **You** need. Following **Your** call and if required, ASR will dispatch one of their own breakdown specialists to assist **You**. If they cannot repair or restart **Your car** at the roadside, they will arrange to tow (free of charge) **Your car** to a repairer of **Your** choice, anywhere in Singapore. So if **You** require a jump start, have a flat battery or need a flat tyre changed, **You** can rest assured that free assistance is only a telephone call away.

Neither Aviva nor ASR is responsible or liable for the action or advice given by third party service providers. The service providers are not agents of Aviva or AA. If roadside repair is not feasible and **Your car** has to be towed to a repairer, any repairs carried out by that repairer will have to be paid directly by **You**.

Our promise of service

If **You** have any comments or suggestions about **Our** cover, services or any other feedback please write to:

The Head of Customer Relations
Aviva Ltd.
4 Shenton Way
#01-01 SGX Centre 2
Singapore 068807

We always welcome feedback so **We** can improve **Our** products and services.

Customer care Policy

At Aviva **We** will make every effort to provide the high level of service expected by all **Our** policyholders. If on any occasion **Our** service falls below the standard of **Your** expectation, the procedure detailed below explains what **You** can do:

Your first point of contact should always be to **Our** Customer Services Department. **You** can email **Us** at personal_insurance@aviva.com.sg. **We** will acknowledge receipt of **Your** feedback within 3 working days whilst **We** look into the matter **You** raised. **We** will contact **You** for further information if required within 7 working days and provide **You** with a full reply within 14 working days.

If the outcome of **Your** complaint is not handled to **Your** satisfaction, **You** can write to:

Chief Executive Officer
Aviva Ltd.
4 Shenton Way,
#01-01 SGX Centre 2,
Singapore 068807

We will respond to **Your** appeal within 3 working days of receiving **Your** communication.

If **You** are still dissatisfied with the CEO's response, **We** will refer **You** to an independent dispute resolution organization; the Financial Industry Disputes Resolution Centre Ltd (FIDReC).

FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd.
112 Robinson Road #13-03
HB Robinson
Singapore 068902
Telephone : 6327 8878
Fax : 6327 8488
Email : info@fidrec.com.sg
Website : www.fidrec.com.sg

Important - Please remember to quote **Your** policy reference in **Your** communication.

How to make a claim

Claiming on **Your** Aviva Motor Policy couldn't be easier. **Our** claims telephone lines are open all day, all night, every day of the year. If **You** need **Us** all **You** have to do is call 6333 2222 and the person taking **Your** call will record all the details relating to **Your** car insurance claim and dispatch **Our** Mobile Accident Response Service (MARS) to the scene of the accident or incident if appropriate.

The benefits of the Aviva Motor Claims Service include:

- A 'One Call Does It All' trauma management team to guide **You** through the Claims Process.
- No form filling for **You**, **We** take care of it.
- Aviva's free 'Get You Home Service' for **You** and **Your** passengers if **Your** car cannot be driven following an accident in Singapore.
- Free accident recovery 24 hours a day, seven days a week, all year round.
- A network of high quality **Approved Repairer** Workshops with a 12 month guarantee on all repairs.
- All Aviva **Approved Repairer** Workshops use only original manufacturer's specification replacement parts.
- No excess to pay if the accident is proven not to be **Your** fault. **We** don't make **You** pay for other people's negligence and **We** will pursue the responsible party for the recovery of all of **Our** costs therefore not affecting **Your** NCD.

All that We ask in return is that You MUST report all accidents to Us within 24 hours of the occurrence regardless of whether You intend to claim on Your own policy or not, or whether Your car is damaged or not.

Should You fail to do so, Your No Claims Discount could be affected and Your claim may be prejudiced.

Full details of **Our** claims service and what to do in the event of an accident or **Theft** involving **Your** car can be found at **Our** website www.aviva.com.sg.

Policy Owners' Protection Scheme (PPF)

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 GIA or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).

**Learn more about our other
products and services at
www.aviva.com.sg**

