



Car Insurance Policy

Comprehensive

Important. Please read and keep it safe.



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Guide to your Aviva Car Policy

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**.

Governing law

The law of the Republic of Singapore will apply to this contract.

Use of language

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

Cancellation rights

If **you** wish to cancel the policy, **you** will be entitled to a refund of the premium paid, subject to a deduction for the period for which **you** have been covered. This will be calculated on a short period basis for the period **you** have received cover.

However, if **you** take up another insurance policy with **us** within 90 days from the effective date this policy is cancelled, **we** will refund based on the following:

Premium refund = Premium x Unexpired Period of Insurance (days) / Original Period of Insurance (days)

In the event the **period of insurance** has not commenced, **we** will charge a minimum premium of S\$50 (before GST).

You will not be entitled to a refund if **you** have made a claim or there has been an incident likely to give rise to a claim during the current **period of insurance**.

If **you** do not exercise **your** right to cancel **your** policy, it will continue to be 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. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered.

Please refer to the table below for the short period rates for a Dual-Year Plan policy.

Period of Insurance	Refund of Premium	Period of Insurance	Refund of Premium
Up to 15 days	95% of the total premium	Up to 13 months	30% of the total premium
Up to 1 month	90% of the total premium	Up to 14 months	25% of the total premium
Up to 2 months	85% of the total premium	Up to 15 months	22.5% of the total premium
Up to 3 months	80% of the total premium	Up to 16 months	20% of the total premium
Up to 4 months	75% of the total premium	Up to 17 months	17.5% of the total premium
Up to 5 months	70% of the total premium	Up to 18 months	15% of the total premium
Up to 6 months	65% of the total premium	Up to 19 months	12.5% of the total premium
Up to 7 months	60% of the total premium	Up to 20 months	10% of the total premium
Up to 8 months	55% of the total premium	Up to 21 months	7.5% of the total premium
Up to 9 months	50% of the total premium	Up to 22 months	5% of the total premium
Up to 10 months	45% of the total premium	Up to 23 months	0% of the total premium
Up to 11 months	40% of the total premium	Up to 24 months	0% of the total premium
Up to 12 months	35% of the total premium		

Please note that all refunds will be credited back to the original payment mode within 14 working days. To cancel **your** policy, please call **our** Customer Services Department at 6827 9966.

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 car, **modifications** to **your car** which do not comply with and/or are not approved by Land Transport Authority of Singapore or a change in the way **your car** is used.

This could result in additional premium being payable by **you** or **your car** policy being declared void.

Should you fail to do so, your claim may be prejudiced.

Changes we need to know about

Definitions

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

Accessories	This refers to all standard equipment originally fitted by the manufacturer which includes upholstery, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems provided they are permanently fitted to your car .
Age	You attained age based on last birthday determined at the date of incident.
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, subject to Goods and Services Tax (GST) if applicable.
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.
Inception date	The date on which cover under your policy starts as stated in the schedule .
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.
Modification	Refers to changes made to a car including accessories .
Period of insurance	The period of time covered by this policy, as shown in the schedule , the first year of which comprises the first twelve calendar months from the date on which the period of insurance begins and the second year of which comprises the remaining 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 .
Relevant laws	Any laws or regulations, which govern the driving or use of any car within the territorial limits .
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 , accessories or personal belongings without your consent.
Theft by deception	When someone try to gain control over your car by deceiving or lying to you .
Total loss	When we decide your car is not repairable or the cost of repair to your car exceeds the market value of your car less the salvage value at the time of accident.
We/Us/The Insurer	Aviva Ltd except where otherwise shown for any policy section.
You/Your/Insured/ Policyholder	The person named as insured in the schedule .
Your car	Any car described in the schedule for which details have been supplied to us and a certificate of insurance bearing the registration mark of that car has been delivered to you and remains effective.

Section 1: Loss or damages to your car

If **your car** is lost, stolen or damaged, **we** will at our sole discretion, which **we** deem appropriate:

- 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 not supplied by the original manufacturer. If the suitable parts or **accessories** is not available, **we** will pay for reasonable costs of shipping spare parts from overseas to Singapore, but not by air freight.

The same cover also applies to:

- **Accessories**. The most **we** will pay for **accessories** is S\$500 unless originally fitted by the manufacturer.
- Audio equipment permanently fitted to **your car**. The most **we** will pay for audio equipment is S\$500 unless originally fitted by the manufacturer.
- 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 will be the **market value** of **your car** at the time of the loss. This also applies in the case of a **total 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 Reporting

In the event of an accident, **you** may report the accident at any of **our** accident reporting centre within 24 hours or by the next working day.

Alternatively, **we** can arrange for someone to help **you** with the accident reporting at the scene of the accident in Singapore (This benefit does not apply for Motor Lite Plan). Please call **our** claims helpline at 6333 2222 for assistance.

Accident Recovery

Within the **territorial limits**, **we** can arrange to send **your car** to **our** nearest accident reporting centre if **your car** is not roadworthy after an accident at no additional cost. Please call **our** claims helpline at 6333 2222 for assistance.

Note: **we** will use reasonable care and skill when providing accident recovery assistance. However, we can cancel any services or refuse to provide them if, in **our** sole opinion, the demands made are excessive, unreasonable or impractical.

We can also arrange transport home or to **your** chosen destination in Singapore for **you** and **your** passengers (This benefit does not apply for Motor Lite Plan).

Accident Repairs

If **you** are covered under Motor Standard or Motor Prestige Plan, **your car** can be repaired at any of **our approved repairers**. Alternatively, it can also 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**.

If **you** are covered under Motor Lite Plan, **you** can only send **your car** for repairs at **our approved repairer**. Otherwise, **your** claim will be affected.

New car replacement

Subject to the following, **we** will replace **your car** with a new car of the same make, model and specification (if one is available in Singapore), if:

- 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 provided **you** have purchased **your car** from new and the accident happens within the time specified below:

Motor Lite Plan	Motor Standard Plan	Motor Prestige Plan
Within 12 months of you buying the car from new	Within 12 months of you buying the car from new	Within 24 months of you buying the car from new

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

- You 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 are the first registered owner of the car.

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

If **your car** is lost, stolen or damaged, you will be responsible for paying the **excess** as shown in **your schedule**.

Under Motor Standard Plan, if **your car** is repaired at a repairer that is not **our approved repairer**, then the **excess** shown in **your schedule** (where applicable), will be doubled (This does not apply to Motor Prestige Plan).

Except for windscreen claims, the **excess** shown below in Table 1 will apply in addition to the **excess** shown in **your schedule**, while the person (including you) driving **your car** is:

Table 1:

	Excess amount
Aged 24 and below or has held a valid driving license for less than 2 years	S\$2,500

This additional **excess** under Table 1 does not apply to Motor Prestige plan.

For the avoidance of doubt, you will be deemed to be age 24 and below so long as you have not attained your 25th birthday.

The **excess** applied to windscreen claims can be found in Section 9 of this 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.
Loss or damage arising from **theft by deception**.
- Damage to tyres by braking or by punctures, cuts or bursts unless **your car** is damaged at the same time.
- 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.
- Any accident recovery services which is not approved by us.
- Any loss of use or any consequential loss due to unavailability of suitable parts or **accessories**.
- Any costs, payment, loss or expenses arising from or associated with hire purchase agreement.
- Any miscellaneous fees if the car is not repaired at an **approved repairer**.

Excess

Exceptions to Section 1 of your policy

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.

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 passenger travelling in or getting into or out of your car.

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 coroner inquest;
- Fatal accident enquiry;
- In any proceedings brought under relevant laws as a result of the incident.

We will not pay representation for:

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

Exceptions to section 2 of your policy

We will not pay for:

1. Any claim if you or any of 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 relevant laws.
3. Loss or damage to any property that is on or in your car whether or not this property is owned by you.
4. Damage to your car.
5. Loss, damage, injury or death while your car 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 relevant laws.
6. Loss or damage while your car is being used by any person not covered under your policy.
7. Any loss, damage, injury or death arising from your failure to comply with any manufacturer's recall or service bulletin.
8. 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 relevant laws 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 (a) and (b) above, where **we** are obliged under the **relevant laws** 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 **relevant laws**.

9. 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 **relevant laws**.

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, your** authorized driver, or any passengers travelling in **your car** suffer accidental bodily injury in direct connection with **your car** or while getting into or out of **your car**, **we** will pay **the following amount** if, within three months of the accident, if the injury is the sole cause of:

- Death.

Motor Lite	Motor Standard	Motor Prestige
S\$0	S\$50,000	S\$100,000

Or 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 in one ear; and/or
- **Loss of any one limb.**

Motor Lite	Motor Standard	Motor Prestige
S\$0	S\$25,000	S\$50,000

The most **we** will pay during any one **period of insurance** is up to the limits stated under the respective plan, regardless of the number of insured persons who are claiming. Therefore, if the sum of payouts to all insured persons exceed these limits, the actual payout shall be capped accordingly and apportioned among all insured persons.

Exceptions to section 3 of your policy

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.

We will not pay for death or bodily injury arising from

- Any self-inflicted acts;
- Suicide or attempted suicide.

Section 4: Medical expenses

If **you** or any other person in **your car** is 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 as follows:

Motor Lite	Motor Standard	Motor Prestige
S\$500	S\$2,500	S\$5,000

Exceptions to section 4 of your policy

We will not pay for medical expenses for 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 all losses resulting from one incident is as follows subject to you making a claim under Section 1 of your policy.

Motor Lite	Motor Standard	Motor Prestige
S\$0	S\$1,000	S\$3,000

Special condition

You must notify the police as soon as reasonably possible if your personal belongings are lost or stolen.

Exceptions to section 5 of your policy

We will not pay for:

- Money, fraudulent charges to stolen/lost credit, debit or charge cards, cash cards or any cards with stored value, cheques, cashier's orders, bills of exchange, negotiable instruments, non-negotiable instruments, stamps, tickets, documents or securities (such as shares and bonds).
- 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: Use of your car outside Singapore

This policy provides the minimum necessary cover to comply with the laws on compulsory insurance of vehicles within the territorial limits.

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 within the territorial limits 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 Singapore.

Section 8: No claims discount

If no claim is made under your policy, we will increase your no claims discount (NCD) when you renew your policy in line with the scale we apply at that time.

If your renewal is due and investigations for any accident you were involved in are still on-going, you may lose your no claims discount temporarily.

Once our investigation is completed and we have decided that the accident was not your fault, we will restore your no claims discount and refund any extra premium you have paid to us.

This only applies if the accident you have is involved with identifiable Singapore car(s) only.

Where you have made a claim or there has been an incident likely to give rise to a claim, and we decide that you were at fault, 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.

Please refer to the table below for the NCD scale. Please note that this NCD reduction rate is only applicable for our policies as the NCD reduction rate for other insurers may not be the same.

For Dual-Year Plan policy under Motor Lite Plan:

Current noclaims discount with us	No claim discount with us upon renewal	
	after zero claim	after one claim*
0%	20%	0%
10%	30%	0%
20%	40%	0%
30%	50%	10%
40%	50% with SDD	20%
50%	50% with SDD	20%
50% with SDD	50% with SDD	20%

For Dual-Year Plan policy under Motor Standard and Motor Prestige Plan:

Current noclaims discount with us	No claim discount with us upon renewal	
	after zero claim	after one claim*
0%	20%	0%*
10%	30%	10%
20%	40%	20%
30%	50%	30%
40%	50% with SDD	40%
50%	50% with SDD	40%
50% with SDD	50% with SDD	40%

For Dual-Year Plan policy, the NCD calculation logic is the same as Annual Plan policy. We will calculate the NCD step up / down at the end of first year of the period of insurance and once at the end of second year of the period of insurance. In the event of a claim, the actual NCD allocation depends on whether the accident falls on the first year of the period of insurance or second year of the period of insurance.

For the avoidance of doubt, if the period of insurance is extended, we will take the extended period as the second year of the period of insurance.

*Assuming you have 1 claim and the accident falls on the second year of the period of insurance.

If you are currently earning 50% NCD and are still claim-free when your policy is due for renewal with us, we will reward you with a Safe Drivers Discount (SDD).

Note: You cannot get a no claims discount if your car(s) is insured under the policy as fleet-rated risks.

Section 9: Glass

We will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof, moonroof, or windows if it is:

- lost or damaged or
- the bodywork of **your car** suffers scratching arising solely from the breakage of glass on **your car**.

Your no claims discount will not be affected if **you** make a claim under this Section.

	Motor Lite	Motor Standard	Motor Prestige
Maximum replacement cost claimable for replacement done at approved repairers	No limit	No limit	No limit
Maximum replacement cost claimable for replacement done at non - approved repairers	S\$0	S\$600	No limit
Maximum number of claims claimable in any year per period of insurance	1 claim	No limit	No limit
Excess payable per claim	S\$100	S\$100	S\$0

If **you** are covered under Motor Lite or Motor Standard Plan, **you** must telephone **our** claims helpline (6333 2222) before any work is carried out.

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

- Use **our approved repairer**, **you** will have to pay an **excess** of S\$100 for the cost of glass replacement. This **excess** does not apply to Motor Prestige Plan.
- Do not use **our approved repairer**, the most **we** will pay towards the cost of glass replacement is S\$0 under Motor Lite and S\$600 less the **excess** of S\$100 under Motor Standard. This does not apply to Motor Prestige Plan.

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 **excess** of S\$25 for the cost of the repair. This **excess** does not apply to Motor Prestige Plan.

Exceptions to section 9 of your policy

We will not pay for any repair, replacement, loss or damage:

- If the glass is chipped or scratched.
- To the solar/security film or any parts or items on your glass as a result of the breakage of the glass unless it can be proven that it is originally fitted by the manufacturer.
- If it falls under the exceptions of Section 1 of **your** policy.

Section 10: Daily transport allowance

This Section applies to Motor Prestige Plan only.

We will pay **you** a daily transport allowance of S\$80 up to a maximum of 10 days in any one **period of insurance**, if the period of repairs exceeds 3 days.

Special condition

This is subject to **you** making a claim under Section 1 of **your** policy.

Exceptions to section 10 of your policy

We will not pay for:

- a windscreen claim; or
- a **total loss** claim; or
- when the repairs to **your car** are delayed because the replacement parts are not available.

Section 11: eCall assistance

This section only applies for Motor Prestige Plan or if this additional cover is purchased and is shown on **your schedule**.

Our eCall assistance is an initiative with the purpose to bring rapid assistance to **you** in the event of an accident within the **territorial limits**. In case of a crash, an eCall-equipped **car** automatically notifies **our** claims helpline who will then contact **you** or go to the accident scene to assist **you**. In addition, it will also inform **your** emergency contact which **you** have already set up with **our** eCall mobile application, if any.

To achieve this, **you** must have **your car** equipped with the eCall device provided by **us** and pair it with **our** eCall mobile application via bluetooth and have internet connection on **your** paired mobile phone. The same service is also extended to **your** authorized driver, if any.

We provide 3 years warranty on the eCall device. In the event it is not working within 3 years of issuance from **us**, **you** may contact **us** for a one-for-one exchange. However, **we** will not be responsible if the eCall device has been tampered with, misused, or dismantled.

If **you** have been issued an eCall device previously, **we** will not provide a new eCall device for **you** again within the next 3 years upon any new policy issuance or renewal.

In the event that **your** policy is no longer in force with **us**, the eCall assistance service will cease.

Aviva is not responsible or liable for any damage or liability to property of any person with regards to the eCall device.

Section 12: Replacement locks and keys

Optional
Cover

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 **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**.

Special condition

You must notify the police as soon as reasonably possible if **your car ignition keys** are lost or stolen.

Section 13: Additional personal accident cover

Optional
Cover

If this additional cover is purchased and is shown on **your schedule**, **we** will cover **you**, **your** authorized drivers 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 in one ear, and/or

→ **Loss of any one limb.**

The most **we** will pay during any one **period of insurance** under this Section is S\$100,000 regardless of the number of insured persons who are claiming. Therefore if the sum of payouts to all insured persons exceed S\$100,000 in any year of any **period of insurance**, the actual payout shall be capped at S\$100,000 for that year and this S\$100,000 shall be apportioned among all insured persons. For the avoidance of doubt, for dual-year plan policies, **we** will pay up to S\$100,000 for the first year and up to S\$100,000 for the second year of the **period of insurance**.

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 13 of your policy

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

→ Any self-inflicted acts.

→ Suicide or attempted suicide.

Section 14: Loss of use cover

Optional Cover

If this additional cover is purchased and is shown on **your schedule**, **we** will pay for up to 10 days in any year of any one **period of insurance** 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. For the avoidance of doubt, for dual-year plan policies, **we** will pay up to 10 days for the first year and for up to 10 days for the second year of the **period of insurance**. 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 or a public holiday, it may not be possible to provide a replacement car until the following business day).

→ **You** will be responsible for any deposits required, and/or any **excess** (applicable for an accident **you** are involved in while the replacement car is in **your** custody) imposed by **our** selected replacement car supplier. **You** will also be responsible for any petrol charges, parking fines, summons and damage to the replacement car provided to **you** by **our** service provider.

→ 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 transmission replacement cars can be supplied, provided the car being repaired is also equipped with a manual transmission.

→ If **you** require the replacement car for more than 10 days, this will be at **your** own cost.

→ If **you** chose not to have the replacement car provided, **you** will not be entitled to an alternative replacement car from an alternative supplier or any alternative form of compensation.

→ Please note that the replacement car covers use for social, domestic and pleasure purposes and for use in connection with the **policyholder's** own business. It does not cover use for (i) hire and rewards, (ii) racing, pace making, reliability trial or speed testing, (iii) driving tuition or tests, (iv) the carriage of goods (other than samples) in connection with any trade or business, (v) any purpose in connection with the motor trade.

Section 15: No claims discount protector

Optional Cover

If this additional cover is purchased and is shown on **your schedule**, we will protect **your** no claims discount (NCD) for one claim during the **period of insurance**. If **you** are currently enjoying safe driver discount (SDD) under the policy with **us**, **your** SDD will be affected.

If **you** make more than one claim within the **period of insurance**, then **your** NCD and SDD **you** have will be affected as shown in the following table.

Please note that this NCD reduction rate is only applicable for **our** policies as the NCD reduction rate for other insurers may not be the same.

For Dual-Year Plan policy under Motor Lite Plan:

Current noclaims discount with us	No claims discount with us upon renewal	
	after one claim	after two claim*
30%	40%	10%
40%	50%	20%
50%	50%	20%
50% with SDD	50%	20%

For Dual-Year Plan policy under Motor Standard and Motor Prestige Plan:

Current noclaims discount with us	No claims discount with us upon renewal	
	after one claim	after two claim*
30%	40%	30%
40%	50%	40%
50%	50%	40%
50% with SDD	50%	40%

For Dual-Year Plan policy, the NCD calculation logic is the same as Annual Plan policy. **We** will calculate the NCD step up / down once at the end of first year of the **period of insurance** and once at the end of second year of the **period of insurance**. In the event of a claim, the actual NCD allocation depends on whether the accident falls on the first year of the **period of insurance** or second year of the **period of insurance**.

For the avoidance of doubt, if the **period of insurance** is extended, **we** will take the extended period as the second year of the **period of insurance**.

*Assuming **you** have 2 claims and the accidents fall on the second year of the **period of insurance**.

Premium before cover warranty

(applicable for individual insureds)

1. The premium due must be paid to the **us** (or the intermediary through whom this policy was effected) on or before the **inception date** or the **renewal date** of the coverage. Payment shall be deemed to have been effected to **us** or the intermediary when one of the following acts takes place:
 - a) Cash or honoured cheque for the premium is handed over to **us** or the intermediary;
 - b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - c) A payment through an electronic medium including the internet is approved by the relevant party; or
 - d) A credit in favour of **us** or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to **us** (or the intermediary through whom this policy was effected) on or before the **inception date** or the **renewal date**, then the insurance shall not attach and no benefits whatsoever shall be payable by **us**. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

Premium warranty

(applicable for non-individual insureds)

1. Notwithstanding anything herein contained but subject to clause 3 (a) below, it is hereby agreed and declared that if the **period of insurance** is 60 days or more, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this policy was effected) within 60 days of the **inception date** of the coverage under the policy, renewal certificate or cover note.
 - a) In the event that any premium due is not paid and actually received in full by **us** (or the intermediary through whom this policy was effected) within the 60-day period referred to above, then:-
 - i. the cover under the policy, renewal certificate or cover note is automatically terminated immediately after the expiry of the said 60-day period;
 - ii. the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - iii. **we** shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50.00.
 - b) If the **period of insurance** is less than 60 days, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this policy was effected) within the **period of insurance**.
 - c) **We** will not pay any claims under the policy until **we** have received the full payment of the premium. In the event that the policy is terminated due to non-payment of premium and a claim is payable, **we** will deduct the premium from the claim payable.

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 as defined under Sections 67 to 71A of the Road Traffic Act (Cap. 92, 1985 Ed.) and/or any statutory law regarding the abuse of drugs where the offence was committed at the time of an accident or event giving rise to a claim under this policy.
 - Driven as part of any other agreement such as “drive you home” service.
 - 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 solely for the purpose of parking **your car**.
 - Under Section 1 if the injury, loss or damage was caused as a result of the theft of **your car**.
- (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, protests, processions 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 **relevant laws**.
- (5) Any accident, injury, loss or damage if **your car** is being used or driven when it is not registered under the Road Traffic Act, Cap. 276 (and subsequent amendments) or when its registration under the Road Traffic Act, Cap. 276 (and subsequent amendments) has been cancelled.
- (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.
- (8) Any accident, injury, loss or damage caused by **you** or **your authorized driver's** wilful act, wilful negligence or collusion.
- (9) Any accident, injury, loss or damage arising from criminal breach of trust.
- (10) **We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

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 or deputy 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.

Any person who is seeking indemnity 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.

If **you** are making a claim under the policy for damage to **your car**, **you** must submit such a claim to **us** with all relevant facts and documents within 30 days of the accident or discovery of damage.

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

- 2. 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 and Section 14, if applicable.
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.
- 3. Your duty to prevent loss or damage** **You** shall at all times take all reasonable steps to safeguard **your car, your personal belongings** and **your ignition keys** 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**.
- 4. Arbitration** All disputes arising from or in connection with this policy must be submitted to and resolved in the first instance by the Financial Industry Disputes Resolution Centre Ltd and, if necessary, finally submitted to and resolved in the English language by a sole arbitrator at the Singapore International Arbitration Centre (SIAC), with Singapore as the arbitral seat, and in accordance with the Rules of the Singapore International Arbitration Centre (“SIAC Rules”) at the time in force.
- 5. Your duty to comply with policy conditions** **Our** provision of insurance coverage under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy (Condition precedents).
- 6. False declaration** If **you** did not declare truthfully upon buying this policy, all premiums paid and benefits under this policy shall be forfeited without recourse.
- 7. Fraud** If any claim is any way fraudulent or if **you** or anyone acting on **your** behalf has used any dishonest or fraudulent means, including collusion, conspiracy, inflating or exaggerating the claim or submitting forged or falsified documents, all premiums paid and the benefits under this policy shall be forfeited without recourse.
- 8. Payments made under insurance regulations and rights of recovery** If the law or collective industry agreement in any country in which this policy operates requires **us** to settle a claim which, if this law or collective industry agreement 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.

If **we** have paid for any loss, damage or injury where such amount is recoverable from another party, all **your** rights of recovery will be subrogated to **us**.
- 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.
- 11. Legal personal representatives** If anybody who is insured under this policy dies, the rights they would have received under this policy will be assigned to his or her legal personal representatives, or if the insured is mentally incapacitated, to his deputy duly appointed and empowered under the Mental Capacity Act (Cap. 177A).

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

This section does not apply for Motor Lite Plan.

All Aviva car policies provide **you** with free access to the Aviva Emergency Breakdown Assistance Helpline. The helpline is managed on **our** behalf by **Mobile Accident Response Service (MARS)**. If **you** require assistance following the breakdown of **your car** in Singapore, **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, **MARS** will dispatch a breakdown specialist 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.

Neither Aviva nor **MARS** is responsible or liable for the action or advice given by third party service providers. The service providers are not agents of Aviva or **MARS**.

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 General Insurance

Aviva Ltd.

4 Shenton Way #01- 01 SGX Centre 2

Singapore 068807

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 Service 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 **you** are dissatisfied with **our** 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.

36 Robinson Road

#15-01

City House

Singapore 068877

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 provide accident recovery assistance at the scene of the accident if necessary.

The benefit of the Aviva Motor Claims Service include:

- A 'One Call Does It All' trauma management team to guide **you** through the **claims** process.
- Aviva's free 'Get You Home Service' for **you** and **your** passengers if **your car** cannot be driven following an accident in Singapore (This benefit does not apply for Motor Lite Plan).
- 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.
- No excess to pay if **we** decide the accident is 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.

Note: This only applies if the accident **you** have is involved with identifiable Singapore car(s).

Important Notes

All that we ask in return is that you **MUST** report all accidents to us within 24 hours of the occurrence or by the next working day 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 NCD 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 Owner's 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 beneficiaries 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

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Aviva Ltd.

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