Car Insurance Policy
Comprehensive

Important. Please read and keep it safe.

AVIVA
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 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 any other information relating to this contract will be in English.

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 later.

- If You wish to do so and the insurance cover has not yet commenced for more than 14 days, You will be entitled to a full refund of the premium paid. Alternatively, if You wish to do so and the insurance cover has already commenced, 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.

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 an annual policy. Please note that all refunds will be credited back to the original payment mode within 14 working days.

<table>
<thead>
<tr>
<th>Period of insurance</th>
<th>Refund of Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 14 days</td>
<td>100% of the total premium</td>
</tr>
<tr>
<td>Up to 15 days</td>
<td>90% of the total premium</td>
</tr>
<tr>
<td>Up to 1 month</td>
<td>80% of the total premium</td>
</tr>
<tr>
<td>Up to 2 months</td>
<td>70% of the total premium</td>
</tr>
<tr>
<td>Up to 3 months</td>
<td>60% of the total premium</td>
</tr>
<tr>
<td>Up to 4 months</td>
<td>50% of the total premium</td>
</tr>
<tr>
<td>Up to 5 months</td>
<td>40% of the total premium</td>
</tr>
<tr>
<td>Up to 6 months</td>
<td>30% of the total premium</td>
</tr>
<tr>
<td>Up to 7 months</td>
<td>25% of the total premium</td>
</tr>
<tr>
<td>Up to 8 months</td>
<td>20% of the total premium</td>
</tr>
<tr>
<td>Up to 9 months</td>
<td>15% of the total premium</td>
</tr>
<tr>
<td>Up to 10 months</td>
<td>10% of the total premium</td>
</tr>
<tr>
<td>Up to 11 months</td>
<td>5% of the total premium</td>
</tr>
<tr>
<td>Up to 12 months</td>
<td>0% of the total premium</td>
</tr>
</tbody>
</table>

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

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, number of claims, a change of car, a modification to Your car or a change in the way Your car is used.

This could result in additional premium being payable by You or Your policy being declared void.

Should You fail to do so, your claim may be prejudiced.
**Definitions**

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

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessories</td>
<td>Parts of Your car which are not directly related to how it operates 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.</td>
</tr>
<tr>
<td>Age</td>
<td>Your attained age based on last birthday determined at the date of incident.</td>
</tr>
<tr>
<td>Approved repairer</td>
<td>A facility approved by Us for the repair, damage assessment or storage of Your car.</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>The current document that proves You have the car insurance required by the Relevant Laws 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.</td>
</tr>
<tr>
<td>Endorsement</td>
<td>Changes in the terms of Your policy. These are shown in Your Schedule.</td>
</tr>
<tr>
<td>Excess</td>
<td>The amount You may be required to pay towards any claim, subject to GST if applicable.</td>
</tr>
<tr>
<td>Fire</td>
<td>Fire, self-ignition, lightning and explosion.</td>
</tr>
<tr>
<td>Ignition keys</td>
<td>Any key, device or code used by You to secure, gain access to, and enable Your car to be started and driven.</td>
</tr>
<tr>
<td>Loss of any limb</td>
<td>Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.</td>
</tr>
<tr>
<td>Market value</td>
<td>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.</td>
</tr>
<tr>
<td>Modification</td>
<td>Refers to changes made to a car which are directly related to how it operates as a car. It includes but not limited to changes to engine performance, drive train, air intake systems, exhausts systems, transmissions systems, or any changes to the handling characteristics of the car including suspension systems, strut towerbars, or bracing or any changes made to the control unit of such parts.</td>
</tr>
<tr>
<td>Period of insurance</td>
<td>The period of time covered by this policy, as shown in the Schedule, and any further period that We agree to insure You.</td>
</tr>
<tr>
<td>Personal belongings</td>
<td>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.</td>
</tr>
<tr>
<td>Relevant Laws</td>
<td>Any Acts, Laws or Regulations, which govern the driving or use of any car within the Territorial limits.</td>
</tr>
<tr>
<td>Schedule</td>
<td>The document which gives details of the cover You have.</td>
</tr>
<tr>
<td>Territorial limits</td>
<td>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.</td>
</tr>
<tr>
<td>Theft</td>
<td>Theft, attempted Theft or taking Your car, Accessories or Personal belongings without Your consent.</td>
</tr>
</tbody>
</table>
When someone try to gain control over Your car by deceiving or lying to You.

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.

Aviva Ltd except where otherwise shown for any policy section.

The person named in the Schedule.

Any car described in the Schedule and any other car 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.

Any car 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 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 described on Your Schedule is being either serviced, repaired or having LTA Tests for certification.

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.

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## Section 1

### Loss or damage 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 or Accessories 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,
- 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 originally fitted by the manufacturer.

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.

Within the Territorial limits, We can arrange to send Your car to the nearest repairer. In the event of an accident, please call Our Claims Helpline (6333 2222) 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.
- Transport for You and Your passengers home or your chosen destination within Singapore.

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.

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.
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 or Your Partner 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 or Your Partner;
- The Financing Company agrees; and
- You or Your partner are the first registered owner 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 will be responsible for paying the Excess as 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 (where applicable), will be doubled.

Except for windscreen claims, the Excess shown below will apply in addition to the Excess shown in Your Schedule, while the person (including You) driving Your car is:

<table>
<thead>
<tr>
<th>Excess amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aged 24 and below and/or has held a valid driving license for less than 1 year</td>
</tr>
</tbody>
</table>

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.

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 subject to You providing Us with:

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

This promise only applies where We decide 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.
- 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 Aviva-Approved repairer.
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 or
  - You driving any other Singapore registered private car not belonging or hired (under a hire purchase agreement or otherwise) to You, Your employer or business partner, provided You have the owner’s permission to drive the car. This cover is applicable to You as Our Policyholder only and does not apply to any authorised drivers or
  - 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 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 Your car for which cover is provided under this section while Your car is being used for business purposes, as long as Your Certificate of Insurance allows business use. This does not apply if:
  - The car 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.

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 coroner’s 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 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 or owned by any other person.
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.
Section 2

Your liability

(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 by 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 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 in one ear;
→ Loss of any limb.

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.

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 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.

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 any one incident is S$500 subject to You making a claim under Section 1 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 Relevant Laws 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.

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.

If You are involved in an accident caused by an uninsured car and We decide that the accident was not Your fault, You will not lose Your no claims discount.

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. 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:
1. lost or damaged or
2. 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.

You must telephone Our Claims Helpline (6333 2222) before any work is carried out. We will direct You to Our Approved repairer.

For replacement of glass, if You:

⇒ Use Our Approved repairer, You will have to pay an Excess of $S100 for the cost of glass replacement.
⇒ Do not use Our Approved repairer, the most We will pay towards the cost of glass replacement is $S600 less the Excess of $S100.

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 an Excess of $25 for the cost of the repair.

We will not pay for any repair, replacement, loss or damage:
⇒ If the glass is chipped or scratched.
⇒ To the solar/security film as a result of the breakage of the glass unless it can be proven that it is originally fitted by the manufacturer.
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 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 the Republic of Singapore.

Exceptions to Section 10 of your policy

We will not cover for any accident, injury, loss or damage incurred outside the Territorial Limits of Your policy.

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 limb.

The most We will pay during any one Period of Insurance under this Section 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

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

Aviva Car Policy
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 damaged, 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 the expenses incurred by You as a direct result of an identity theft discovered during the period of the policy.

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

- 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 regarding You 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 provided such amount for the fraudulent transaction cannot be recovered from elsewhere.

Exceptions to Section 14 of your policy

We will not pay for:

- Any expenses arising from a contractural 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 or financial institution.
- 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 in 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. 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.

- 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.

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 a “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, 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 Relevant Laws.

(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.

(8) Any accident, injury, loss or damage caused by Your or Your Partner’s wilful act, wilful negligence or collusion.

(9) 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.

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**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.

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.

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 12, 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 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**

Except for claims under Section 3 and Section 12, if applicable, 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 Singapore to be agreed between You and Us in accordance with the Rules of the Singapore International Arbitration Centre (“SIAC Rules”) at the time in force in English. When this happens, a decision must be made before You can take any legal action against Us.

5. **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.

6. **False declaration**

If You did not declare truthfully upon buying this policy, all benefits under this policy shall be forfeited.

7. **Fraud**

If any claim is 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 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 extended to his or her legal personal representatives.

**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 Pte 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 organisation; 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 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.

Important Notes

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