

## Individual Motor Excess Reduction (CMER)

### Important Notice

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In accordance to Section 25(5) of the Policy Act (Cap. 142), We would like to remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

The cover under this Policy is based on the information given to Us in Your Application or any subsequent updates.

- If it contains any information that is incorrect, please tell Us immediately, or You may receive no benefit even if a valid claim is made.
- During the term of the Policy, please tell Us if You come to know that any information that You have provided Us was incorrect or becomes incorrect.
- In the event that the information that You provided Us becomes incorrect:
  - If the Policy has not yet been issued to You, We may offer cover on different terms or decline it altogether; or
  - If the Policy has been issued to You, We may cancel the Policy, refuse to renew the Policy or offer to renew the Policy on different terms.

### General Terms

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1. This Policy, Schedule, Endorsement, Application, Proposal form, Declaration and attached supporting documents together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter jointly be referred to as the "Policy". The proposal made to Us in connection with this Policy shall be the basis and forms part of this contract.
2. This Policy, Schedule, Endorsement, application, Proposal form, Declaration and attached supporting documents together with other statements in writing, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
3. We shall provide the respective Policy in the terms set out in this Policy, provided that You pay the premium in full and We agree to accept it.
4. The conditions which appear in this Policy, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.

### General Definitions

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**Accessories** refers to factory fitted or manufacturer's accessories.

**Accident** refers to an unexpected and unintentional event that is violent, visible and external in relation to Your car.

**Authorised Driver** refers to any person(s) that holds a valid and relevant class of driving license and

has been granted permission by You to drive Your car.

**Authorized Representative** refers to Gigacover Pte Ltd.

**Application** refers to all documents, materials, statements and exhibits submitted to Us by or on the behalf of the Insured for the purpose of obtaining a Certificate of Policy.

**Benefit** refers to the maximum amount that can be claimed under this Policy as stated on the Policy Schedule during the Period of Policy.

**Endorsement** refers to written evidence of an agreed change to the Policy.

**Excess** refers to the applicable basic own damage excess and/or third party excess which You or the Authorised Driver shall be responsible for under the Rental Contract, as the case might be including Goods & Services Tax (GST) if applicable.

**Intermediary** refers to Your Policy agent or broker.

**Motor Insurer** refers to an authorised and regulated Singapore Policy company who issued You a Motor Policy covering your Motor Vehicle.

**Motor Policy** refers to a policy providing Motor Policy in respect of the Motor Vehicle which is effected and kept in force or replaced by a similar Motor Policy for the duration of the Period of Policy.

**Motor Vehicle** refers to the vehicle stated in Your Schedule without any change or modification to any parts, Accessories, Windscreen and/or windows, unless otherwise declared with details and endorsed under the Policy.

**Named Driver** refers to any person named in the Policy under “persons or classes of persons entitled to drive.

**Period of Policy** refers to the period during which Your car is insured under this Policy as shown in the Schedule or Certificate of Policy.

**Policy** refers to this Policy, Your application form, Your declarations, the Schedule, the Certificate of Policy and any Endorsements We have issued under this Policy.

**Proposal Form** refers to the document that is completed by or on the behalf of the Insured Person requesting Policy coverage.

**Rental Contract** refers to the official and valid contract entered into between you and the rental company from which you rent the Motor Vehicle; this contract must:

- (a) state the rental period;
- (b) state the vehicle registration of the Motor Vehicle You are renting;
- (c) state the Excess payable by you in the scenario of an Accident; and
- (d) state the company name and UEN of the rental company.

**Schedule** refers to the document which reflects details of:

- (a) Your Motor Vehicle;
- (b) Your details;
- (c) confirmation of cover; and
- (d) any terms and conditions specific to Your Policy.

**Third Party Excess** refers to the amount shown in Your Schedule which You shall be responsible for each and every Third Party claim payable.

**Windscreen** refers to the front, side, rear and quarter glass, but not the sunroof or any glass roof of the car.

**Us / We / Our** refers to Etiqa Policy Pte. Ltd. (Company Reg. No. 201331905K).

**You / Your / Insured** refers to the policyholder named in the Policy.

## What Does Your Policy Cover

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### Excess Reduction

You are covered as per the terms, conditions and limitations shown in Your Policy, or any amendment in writing by Us and during the Period of Policy when the premium due is paid to Us.

### Eligibility

To qualify for cover under this Policy:

- (a) The Motor Policy must be provided by an authorised and regulated Motor Insurer.
- (b) You must have a valid Rental Contract for the Motor Vehicle that You are renting.
- (c) The Motor Vehicle must be a motor car without clutch pedals of unladen weight not exceeding 3,000 kg with not more than 7 passengers exclusive of the driver or Motor Vehicles of unladen weight not exceeding 3,000 kg with not more than 7 passengers, exclusive of the driver.

### Cover Provided

1. Cover is provided for the Excess being the first amount that You are responsible to pay under Your Rental Contract as a result of an Accident or third party liability claim. Cover will be provided when
  - (a) the value of the total amount payable by You to the rental company matches or exceeds the Excess under Your Rental Contract OR
  - (b) the value of the total amount payable by You to the rental company is equal or less than the Excess under Your Rental Contract but exceeds the Excess retention amount stated in Our Policy Schedule.
2. Payment of the Benefit under the Policy will only be made when:
  - (a) required documents as listed under “Conditions Applicable to Claims” are submitted, and
  - (b) claim is admissible under the terms and conditions of the Policy, and
  - (c) one of the following conditions are met:

- (i) You submit evidence of payment of the Excess under Your Rental Contract, or
  - (ii) You submit a valid letter of authorization authorizing Us to make payment to either the rental company or to the Authorized Representative.
3. The Benefit provided by the Policy is limited to the Excess Reduction amount indicated at the time of purchase and reflected on the Policy Schedule.

**This Policy does not cover:**

1. Any Excess claim in respect of personal effects, Accessories, Windscreen or audio/visual equipment.
2. Where Your rental company or any third party has waived or reimbursed You with regards to the Excess amount or where You are in the process of recovering the Excess in the form of damages from a third party.
3. In respect of any Accident which is not covered under the accidental damage, fire or theft section of the Motor Policy.
4. Where You are in any sort of competitions or rallies, or for driving tuition (ie teaching learner drivers); or for racing, pace making, speed testing or reliability trials.
5. In respect of any Accident You are intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or where a warning against driving has been given.
6. In respect of any claim whatsoever in the event that You at the time of the Accident giving rise to a claim hereunder was driving illegally.
7. For any Motor Vehicle You are renting which is not covered by a Motor Policy at the time of the Accident.
8. For any Motor Vehicle You are renting which is not covered by a valid Rental Contract at the time of the Accident.
9. If You or anyone acting on Your behalf fail to disclose any information requested during the Proposal.
10. In respect of any Excess waived by Your rental company or any third party.
11. For any accident that gave rise to the claim and happened before the start date of cover.
12. Where you are aware at the start date that you were going to make a claim.

**Limitation As To Use**

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This Policy is only applicable when Your Motor Vehicle is being used for the purpose shown in Your Schedule and Certificate of Policy.

**General Exclusions (Applicable to all sections)**

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The person (including You and the Authorised Driver) driving the insured Motor Vehicle:

- (a) does not have a driver's licence (including the relevant classes) when needed to by law to have one;
- (b) is not authorised to drive the insured Motor Vehicle under the Rental Contract;
- (c) is under suspension or disqualification from driving; or
- (d) is under the influence of intoxicating liquor or drugs.

## General Conditions (Applicable to all sections)

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### 1. Residential Qualification

In the event of change of residence, You shall notify Us in writing and the Policy shall be terminated with effect from the date You leave Singapore. For this purpose, change of residence means living or intending to live outside Singapore in excess of twelve (12) consecutive calendar months.

### 2. Overseas Travel / Medical Treatment

We shall not pay any Benefit whilst the Insured is overseas.

### 3. Free Look Period

You have fourteen (14) days from the date You receive this Policy to examine the terms and conditions of the Policy and may cancel the Policy within the foregoing 14-day period by written request to Us in which case premiums paid will be refunded, if a claim has not been made under the Policy. If the Policy is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the Policy is so cancelled, We will have no liability whatsoever under the cancelled Policy and We will be entitled to recover any expense incurred by Us in underwriting the Policy. This provision is not applicable to any policies with Period of Policy of less than a year and renewals.

### 4. Misstatement of Age

If the age of the Insured has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest.

### 5. Misrepresentation/Fraud

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Policy, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases, this Policy shall be void.

### 6. Change of Risk Class of Work

If You engage in any work in which a greater risk may be incurred than in the work disclosed in the application for this Policy without first notifying and obtaining Our written agreement (which may be subject to the payment of such reasonable additional premium as We may require as the consideration for such agreement), We will not pay nor be liable for any claim in respect or arising out of or in the course of such work.

### 7. Risk Class

We reserve the right to cancel this Policy from the effective date of policy should an incorrect risk class be indicated.

### 8. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this Policy product. Cancellation of the portfolio as a whole shall be given by written notice to You

at least thirty (30) days before the cancellation and We will run off all Policies to expiry of the Period of Insurance within the portfolio.

**9. Payment of Benefit**

Any Benefit payable under this Policy shall be paid to You or Your nominated beneficiary, if any, as stated in the Schedule or otherwise to Your estate. Any receipt by You or Your nominated beneficiary or estate of any Benefit payable under this Policy shall in all cases be deemed final and complete discharge of all of Our liabilities in respect of such Benefit.

**10. Claim Procedures**

- (a) All claims and relevant supporting documents must be notified to Us as soon as possible but not later than thirty (30) days after any event which may entitle You to claim under this Policy.
- (b) Any documents or evidence required by Us to verify the claim shall be provided by You at Your own expense and submitted via claims online.
- (c) Any medical examination if required by Us to verify the claim shall be at Our expense.

**11. Incomplete Claims**

Claims are not deemed complete and eligible benefits are not payable unless all relevant supporting documents for such claims have been submitted and agreed by Us. Any variation or waiver of the foregoing shall be at Our sole discretion.

**12. Subrogation**

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all Your rights and remedies against any party and shall be entitled at Our own expense to sue in Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively to bring suit in Your name.

**13. Interest and Currency**

No amount payable under this Policy shall carry any interest. Premiums and eligible benefits payable under this Policy shall be in Singapore Dollars (SGD).

**14. Other Policy**

No person shall be covered under more than one such identical Policy issued by Us. In the event You are covered under more than one such Policy, We shall consider You to be Insured under the Policy which was issued first (where the benefits provided under each such Policy are identical) or which provides the greatest amount of Benefit and We shall refund any duplicated premium payment which may have been made by You or on Your behalf.

**15. Notice of Trust or Assignment**

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this Policy.

**16. Legal Proceedings**

No action at law or in equity shall be brought to recover on the Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If You fail to supply the requisite proof of loss as stipulated by the terms, provisions

and conditions of this Policy, You may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at Our sole and entire discretion. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

**17. Alterations**

We reserve the right to amend the terms and provisions of this Policy by giving seven (7) day prior notice in writing by ordinary post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

**18. Contracts (Rights of Third Parties) Act (Cap. 53B)**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B), to enforce any of its terms.

**19. Cancellation of Policy**

(a) Cancellation by You

(i) For annual coverage:

You can cancel Your Policy at the end of any Period of Policy by giving Us at least thirty (30) days' prior written notice.

(ii) For monthly coverage:

You can cancel Your Policy at the end of any Period of Policy by giving Us at least seven (7) days' prior written notice.

You shall not be allowed to reinstate Your Policy unless agreed by Us.

(b) Cancellation by Us

We may cancel Your Policy by giving You at least thirty (30) days' prior written notice in writing to Your address on file.

(c) Automatic cancellation

Cover under Your Policy will cancel automatically:

- (i) If You cease to be a Singapore Citizen/Singapore Permanent Resident;
- (ii) When You reach the age of seventy-six (76) years old;
- (iii) If you are no longer a Self-Employed Person;
- (iv) Upon the death of the Insured;
- (v) Upon full payment of Benefits;
- (vi) Upon failure of renewal due to non-premium payment; or
- (vii) Upon termination by the Insured.

This will be confirmed in writing. Thereafter, Your Policy will not be renewed.

(d) Premium Position Upon Cancellation (Annual Plan)

<b>Months remaining on Your Annual Policy</b>	11	10 - 9	8 - 7	6 - 5	4 - 3	2
<b>Refund of premium</b>	60	50	40	30	20	10

payable (%)						
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No refunds will be provided if any claims have been paid out under the policy.

- (e) Cancelling weekly or monthly coverage means that Your Policy is no longer valid after the Period of Policy, and will not be automatically renewed. No pro-rated premium refunds will be provided.

**20. Renewal Premium**

Upon instruction given by the Authorized Representative, the Policy will be renewed on a monthly basis.

Premium payable on Your Policy are not guaranteed and we reserve the right to amend the premium by giving the Authorized Representative thirty (30) days written notice.

**21. Modification**

We reserve the right to modify the terms and conditions of Your Policy within the Period of Policy by giving You prior notice of at least thirty (30) days, and such modification shall be applicable from the effective date as stated in Our written notice to Your address on file.

No modification of Your Policy shall be valid unless approved in writing by Our authorised representative, and such approval shall be evidenced by way of an Endorsement to Your Policy issued by Us. No broker or agent has the authority to modify or to waive any of the terms and conditions of Your Policy.

**22. Benefits Limits**

The maximum total amount We will pay under Your Policy is the limit specified in Your Schedule for each Benefit or the annual aggregate for both Benefits, whichever lower.

**23. Commencement and Period of Your Policy**

Your Policy begins from the inception date or the latest Renewal Date whichever is the later and continues for the Period of Policy.

**24. Governing Law**

This Policy will be governed by and interpreted in accordance with Singapore law.

**Payment Before Cover Warranty (Applicable to Individual Policyholders Only)**

1. The premium due must be paid to the Insurer (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 the Insurer or the intermediary when one of the following acts takes place:
  - (a) A credit or debit card transaction for the premium is approved by the issuing bank;
  - (b) A payment through an electronic medium including the internet is approved by the relevant party;
  - (c) A credit in favour of the Insurer 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 the Insurer (or to the intermediary through whom this Policy was effected) on or before the inception date or the Renewal Date, then the Policy shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. In respect of Policy coverage with Free Look provision, You may return the original policy document to the Insurer or intermediary within the Free Look period if You decide to cancel the cover during the Free Look period. In such an event, You will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the Policy and the cover shall be treated as if never put in place.

### Premium Payment Information

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At the time of application for this Policy, You will be required to pay the premium upfront. Should You choose to pay the premiums due for subsequent week(s)/month(s)/year(s) using recurring payment arrangement, the premium will be charged to the credit card authorised by You. You can change the chosen payment frequency and recurring payment arrangement by calling or writing the Authorized Representative at least five (5) calendar days before the end of Period of Policy.

### Premium Adjustment

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Premium shall be based upon the Insured's attained Age as at the Effective Date of Policy. Premium rates are not guaranteed and may be increased or varied by Us upon renewal of the Policy, based on Our portfolio claims experience in this class of business. We will advise You of the change in writing at least seven (7) days before Your premium is increased or varied by Us. The revised premium rates will apply to all Insureds under the Policy.

### Dispute Resolution

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Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

### Personal Data Use

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Any information collected or held by Us whether contained in Your application or otherwise obtained may be used and/or disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to Your application, any Policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

### Policy Owners' Protection Scheme

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This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Policy Corporation (SDIC). Coverage for Your Policy is automatic and no further action is required from You. For more information on the types of benefits that are covered under the



scheme as well as the limits of coverage, where applicable, please contact Us or visit the General Policy Association (GIA) or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

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