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## Important Information Regarding Your Policy

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### **Your Policy**

Your Policy Wording and the Schedule describe the insurance contract between You and Us.

In return for Your payment of the premium, We agree to reimburse You for the amount by which the Excess paid by You under Your Comprehensive Motor Insurance Policy or Rental Vehicle Agreement is greater than SGD 500, subject to the terms, conditions and exclusions of Your Policy.

### **Please read Your Policy**

It is important that You carefully read and understand Your Policy Wording and Schedule because they describe the terms, conditions and exclusions that apply to Your insurance under Your Policy.

### **Checking Your Policy**

Please check Your Policy Wording and Schedule to make sure all the information on them is correct. Please let Us know straight away if any alterations are needed. Please contact Us if You change Your address or account details.

### **Duty of Disclosure**

Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, otherwise the Policy issued may be void.

The insurance cover under this Policy is based on the information submitted by You to Us in the application form. If You provided us with any information that is incorrect, please notify Us immediately, otherwise You may receive no benefit in the event of a valid claim.

If the information, which You subsequently provide Us, differs materially from the information set out in the application form, We may offer cover on different terms or decline it altogether.

If We do not hear from You within fourteen (14) days from the date of issue of this Policy, We will take it that the information is complete and correct.

### **Free Look Period**

You can return Your insurance by notifying Us in writing within thirty (30) days of cover commencing and We will refund the premium paid unless something has occurred for which a claim may be payable. Even after this Free Look period ends You still have cancellation rights (See Section 3 General Conditions).

### **How to make a claim**

Section 4, entitled "Claims", tells You what You need to do in order to make a claim.

We require evidence of the Accidental damage which results in You paying an Excess under Your Comprehensive Motor Insurance Policy or Rental Vehicle Agreement. The Excess paid must be non-refundable and non-recoverable.

In the event where a refund and/or recovery is made by the Insured Person or Comprehensive Motor Insurance Policy insurer or rental vehicle company, We reserve the right to adjust Our claims payment or to seek recovery for any claim We have paid under this Policy.

Please ensure that You keep Your Comprehensive Motor Insurance Policy or Rental Vehicle Agreement (as well as the underlying Comprehensive Motor Insurance Policy between the rental vehicle company and its insurer), together with any forms of documents to prove that You have paid a non-refundable and non-recoverable Excess as stipulated under the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement.

Any claim settlements paid by Us will include GST.

For any claims submission or inquiry, kindly contact Us at Our Claims Hotline (+65 6299 0988).

## Our contact details

If You need to contact Us, have any questions or would like any further information regarding this insurance, please get in touch using the contact details below:

Chubb Insurance Singapore Limited  
Co Regn. No.: 199702449H  
138 Market Street  
#11-01 CapitaGreen  
Singapore 048946  
O +65 6299 0988  
F +65 6298 1055  
www.chubb.com/sg

## General Definitions

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In Your Policy, some words have a special meaning (whether expressed in the singular or the plural) and We define them below. They begin with a capital letter (e.g. You, We).

**Accident** means a sudden, unforeseen, fortuitous and unintended event, and **Accidental** shall have a corresponding meaning.

**Credit Card** means any credit card, debit card, charge card, cash card or ATM card.

**Comprehensive Motor Insurance Policy** means a policy issued by an insurer providing insurance coverage in respect of both: (i) Accidental damage to Your Motor Vehicle and (ii) liability to third parties.

**Commencement Date** means the original inception date of cover under this Policy as shown in the Schedule.

**Excess** means the amount shown in the Comprehensive Motor Insurance Policy or Rental Vehicle Agreement which You must pay for every Accident.

**GST** means Goods and Services Tax.

**Motor Vehicles** means motor cars as defined under the Singapore Road Traffic Act.

**Nominated Account** means the credit card account or bank account designated by You.

**Policy Period** means one (1) month from the Commencement Date (or the latest Renewal Date).

**Renewal Date** means one (1) month from the Commencement Date and subsequently, the same day of each successive month.

**Rental Vehicle Agreement** means any contractual agreement entered between You and a service provider by which the service provider leases You a Motor Vehicle for You to engage, for Your commercial gain, in the provision of transport services which may include but is not limited to shared driving services.

**Schedule** means the Schedule containing details of the Insured, type of cover selected and Policy Period. The Schedule forms part of the Policy.

**SGD** means Singapore dollars.

**Sum Insured** means the amount for which You are insured as shown in Your current Schedule or any subsequent endorsements.

**Subscription Plans** means the different tiers of coverage potentially available under this Policy, depending on the amount of the Excess. The Subscription Plan applying to this Policy is stated on the Schedule.

**We, Us, Our, Chubb** means Chubb Insurance Singapore Limited.

**You, Your, Insured, Insured Person, Policy Holder** means the person(s) named as Insured in the Schedule.

## Section 1: Auto Excess Reimbursement

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## **Benefit**

If, during the Policy Period, You are required, under the terms of Your Comprehensive Motor Insurance Policy or Rental Vehicle Agreement, to pay an Excess as a result of an Accident involving Your Motor Vehicle, We will reimburse You up to the Sum Insured for the amount by which the Excess is greater than SGD 500.

For the avoidance of doubt, the first SGD 500 of any Excess shall not be payable by Us.

Cover under this Policy will cease upon full exhaustion of the Sum Insured.

If the loss incurred as a result of the Accident is less than the Excess payable under the Comprehensive Motor Insurance Policy and or Rental Vehicle agreement, no benefit shall be payable by Us under this Policy.

In addition, if the Excess payable under the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement has been adjusted or revised to a lower Excess within the Policy Period, We may at Our discretion reduce the Sum Insured.

We will reimburse You as described above provided that:

- the Excess has been paid in full;
- the Insured Person holds a valid Comprehensive Motor Insurance Policy or Rental Vehicle Agreement;
- operation of the Motor Vehicle is not in violation of the terms of the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement;
- the Excess paid under the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement is non-refundable; and
- the liabilities or losses arise from the Accident are not recoverable from any other source.

## **Exclusions Applicable to this section**

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We will not pay for:

- Windscreen Excess paid against breakage of any glass in the windscreen or windows including glass roof of the Insured Person's personal Motor Vehicle or rental Motor Vehicle provided there is no other damage to the Insured Vehicle.
- Any form of Excess paid by the Insured Person which is recoverable or refundable.
- Consequential loss or damage of any kind.

## **Section 2: General Exclusions**

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These General Exclusions apply to the whole of Your Policy unless otherwise stated. Your Policy does not cover:

1. the first SGD 500 of the Excess;
2. any claim which has been denied for any reason under the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement;
3. an event where an Excess is not payable for any reason;
4. You, if Your age is below 25 years old or above 75 years old;
5. any claims or accident which occurs outside of Singapore;
6. ex-gratia claims under the Comprehensive Motor Insurance Policy or Rental Vehicle Agreement;
7. claims on any Motor Vehicle for which the registration or chassis number is not shown on the Insured Person Comprehensive Motor Insurance Policy or Rental Vehicle Agreement;
8. an event where Your Motor Insurer 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;
9. Motor Vehicles used in any sort of competitions, rallies or racing;

10. any event when the driver of the Motor Vehicle is intoxicated by alcohol with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the event or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given;
11. any dishonest, fraudulent, illegal or criminal act committed by the Policyholder or Insured Person;
12. loss or damage caused by or arising from Your intentional act, wilful neglect or reckless driving;
13. medical payments or personal injury protection;
14. breakdown or misfuelling;
15. loss or damage to personal effects, accessories, glass, rims, tyres or audio/visual equipment;
16. the driver of the Motor Vehicle at the time of the event driving illegally or undertaking illegal activity;
17. loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes;
18. loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any riot or civil commotion;
19. loss or damage or liability caused by or arising from nuclear or radioactive contamination;
20. loss or damage or liability arising out of the failure or inability of any item, equipment, computer or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date;
21. loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer;
22. any act of Terrorism; or
23. any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

Terrorism means an act, including but not limited to, the use of or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

## Section 3: General Conditions

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### 3.1 Alteration to Risk

It is a condition precedent any alteration to the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement after commencement of the Policy must be notified by You to Chubb in writing within 3 working days.

Alterations that You must notify Chubb of include:

- Revised terms and conditions (such as but not limited to change of motor insurer, change of vehicle rental company, etc) of the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement;
- Reduction of Excess under the Insured Person's Comprehensive Motor Insurance Policy or Rental Vehicle Agreement.
- You being placed into bankruptcy, receivership, administration or liquidation.

For the avoidance of doubt, in the event where the Excess applying under the Comprehensive Motor Insurance Policy or Rental Vehicle Agreement is reduced, We may at Our discretion reduce the Sum Insured under this Policy. The following are non-exhaustive, but for example:-

if the Excess is lower than/or equal to the Sum Insured, We may either

- implement a lower tier Subscription Plan and refund any difference in the pro-rata premium, or
- if the Policy is already the lowest tier Subscription Plan, We may cancel the Policy and refund the Insured Person the pro-rata premium.

If Chubb accepts the altered risk, You must pay Chubb any additional premium it requires.

### **3.2 Applicable Law**

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore.

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

You must comply with all relevant laws in Singapore, including but not limited to the Motor Vehicle (Third-Party Risks and Compensation) Act (Cap 189).

### **3.3 Arbitration**

If any dispute or disagreement arises regarding any matter pertaining to or concerning this Policy, the dispute or disagreement must be referred to arbitration in accordance with the provisions of the Arbitration Act (Cap. 10) and any statutory modification or re-enactment thereof then in force, such arbitration to be commenced within three (3) months from the day such parties are unable to settle the dispute or difference. If You fail to commence arbitration in accordance with this clause, it is agreed that any cause of action and any right to make a claim that You have or may have against Us shall be extinguished completely. Where there is a dispute or disagreement, the issuance of a valid arbitration award shall also be a condition precedent to Our liability under this Policy. In no case shall You seek to recover on this Policy before the expiration of sixty (60) days after written proof of claim has been submitted to Us in accordance with the provisions of this Policy.

### **3.4 Assignment**

You must not assign this Policy or any of Your rights under this Policy, without the prior written consent of Chubb.

### **3.5 Cancellation**

You may cancel this Policy anytime by giving Us at least seven (7) days' prior notice.

We may cancel the Policy any time by giving You at least seven (7) days prior notice in writing to Your address on file, and in accordance with the law, including where You have:

- (i) made a misrepresentation to Us before the Policy was entered into;
- (ii) failed to comply with Your Duty of Disclosure;
- (iii) failed to comply with a provision of Your Policy including failure to pay the premium;
- (iv) made a fraudulent claim under Your Policy or any other Policy during the time Your Policy has been in effect;
- (v) failed to notify Us of a specific act or omission as required by Your Policy; or
- (vi) failed to tell Us about any changes in the circumstances of the risk during the Policy Period.

After cancellation and subject to Your Free Look period rights (See Important Customer Information section), We will keep the premium for the period that Your Policy was in force and refund any unused premium paid provided no claims have been made. There is no refund if You have been paying Your premium on a monthly basis or when there is a Total Loss.

### **3.6 Conditions Precedent To The Company's Liability**

The liability of the Company for any benefit under this Policy is conditional upon:

1. the truth of the statements and information as provided to Chubb by You; and
2. the due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You.

### **3.7 Changes in Policy**

No change in this Policy will be valid unless agreed to in writing by Chubb. The requirements of any Section of the Policy may not be deemed to be waived unless Chubb agrees to waive them in writing.

Any changes, amendments or variations to Your Policy, and any changes to the applicable premium will be notified by Us to You at least thirty (30) days in advance of them taking effect.

If You are not agreeable to the changes, amendments or variations proposed to Your Policy, You may exercise Your right to cancel the Policy in accordance with Clause 3.5.

### **3.8 Duty of Disclosure**

Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, otherwise this Policy may be void.

### **3.9 Excess**

You must pay the amount of any applicable Excess which are non-refundable and non-recoverable as shown under the Comprehensive Motor Insurance Policy or Rental Vehicle Agreement for every Accident.

### **3.10 Interpretation**

This Policy and the Schedule with attaching Sections and any amendments or endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

### **3.11 Modification**

We reserve the right to modify the terms and conditions of Your Policy within the Policy Period

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.

### **3.12 Notice Of Trust Or Assignment And Third Party Rights**

Chubb shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

### **3.13 Other Insurance**

To the extent permitted by law, when other insurance applies to a covered loss, We will pay only in excess of the other insurance, limited to the indemnity being provided under Your Policy, unless that other insurance was specifically written to be Excess over the indemnity provided in Your Policy.

Should You make a claim under Your Policy, You must advise Chubb of any other insurance which may cover the loss or damage or Accident.

### **3.14 Personal Data Protection**

You are deemed to give Your consent and authorisation to Chubb to collect, use, disclose, and/or process Your personal data or information supplied to Chubb without further notification to You confidentially with its affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for administering policies taken out with Chubb, customer services and marketing and related activities, until Chubb receives Your written instruction to the contrary. Upon Your written request, Chubb shall, without charge, cease to use Your personal information for purposes other than those directly related to Your Policy. A copy of Our Personal Data Protection Policy can be found at [www.chubbacegroup.com/sg/privacy-policy](http://www.chubbacegroup.com/sg/privacy-policy) and You are deemed to have read the same.

You may write to Chubb's Data Protection Officer at 138 Market Street #11-01 CapitaGreen, Singapore 048946 for any request for access to and/or correction of any information supplied to Chubb and We may reserve the right to charge a reasonable fee to offset the administrative costs in complying with access requests.

### **3.15 Policy Owners' Protection Scheme**

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 / LIA or SDIC Websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

### **3.16 Policy Renewal**

If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 3.5.

If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) month from the Renewal Date. Unless and until you tell us otherwise, We will deduct the premium from Your Nominated Account.

### **3.17 Policy Reinstatement after Partial Loss**

When We pay a claim under Your Policy, the Sum Insured will be reduced by the amount We pay and the total We pay You in aggregate during the Policy Period shall not exceed the Sum Insured. We may at Our option reinstate the Sum Insured and reserve the right to charge an additional premium.

### **3.18 Reasonable Care**

You must:

- take all reasonable measures to maintain your Motor Vehicle in sound condition;
- take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy; and
- comply with all obligations and regulations imposed by any authority.

### **3.19 Sanctions**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Singapore Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Singapore Limited is subject to certain US laws and regulations in addition to EU, UN and Singapore sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

### 3.20 Subrogation

If Chubb makes a payment under this Policy, Chubb is subrogated to all Your rights of contribution, indemnity or recovery. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without

Chubb's prior written consent. You must do all things and execute all documents to enable Chubb to sue in Your name for such contribution, indemnity or recovery.

Where You have agreed with another person or company (who would otherwise be liable to compensate You for any loss or damage which is covered by the contract of insurance) that You will not seek to recover such loss or damage from that person, Chubb will not cover You, to the extent permitted by law, for such loss or damage.

### 3.21 Premium Payment Warranty

- (i) Notwithstanding anything therein contained but subject to Clause 3.21(iii), it is hereby agreed and declared that the total premium due must be paid and actually received in full by Us on or before the commencement date or the renewal date of this Policy.
- (ii) In the event that the total premium due is not paid and actually received in full by Us on or before the commencement date or renewal date, no benefits whatsoever shall be payable by Us.
- (iii) You may return the original Policy document to Us 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 Us provided that no claim has been made under this Policy.
- (iv) For policy where payment of full monthly premium is to be made by credit card or bank GIRO, the submission of a complete and properly signed direct debit authorisation form (or such other forms as may be required by the card centre, bank or Us) to Us on or before the commencement date shall be deemed to be payment received by Us, subject to Clause 3.21(iv)
- (v) In the event of any rejection by the card centre or the bank of the direct debit authorisation form (or any such form referred to in Clause 3.21(iv) or any inability by Us to obtain payment of the premium by credit card or GIRO deduction due to any reason, We shall allow up to three (3) attempts for the charge and deduction of the outstanding premiums from the relevant card centre of bank. Should such attempts fail for any reason, Your Policy shall be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no benefits shall be payable by Us. We will inform You of the cancellation by sending a notice in writing to Your address on file. Any payment received thereafter shall be of no effect whatsoever on the cancellation of Your Policy.

## Section 4: Claims

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We will act in good faith in all Our dealings with You. Equally, the payment of claims is dependent on the satisfaction of the following conditions.

### What You must do:

On the happening of any event which could lead to a claim, You must, at Your own expense:

- take all reasonable precautions to prevent further loss or damage or injury;
- immediately inform Chubb at the address and contact details listed at the beginning of this Policy;
- take all reasonable precautions to minimise the claim;
- complete and lodge a claim form as reasonably possible with all necessary supporting documentation that Chubb may reasonably require for the investigation and verification of the claim including but not limited to:
  - Full written details of the Accidental damage including photographs showing the damage to the Motor Vehicle.
  - Driving licence or any relevant regulatory licence required to operate the Motor Vehicle.
  - any relevant receipts from the Motor Vehicle insurance provider or authorized/licensed Motor Vehicle repairer showing Your payment of the covered Excess.

- Copies of the Motor Vehicle insurance provider damage report (Note: if Your coverage is triggered through Your Rental Vehicle Agreement , please obtain a copy of the underlying vehicle damage report between the rental vehicle company and its primary motor insurer).
- Proof of payment reflecting payment of the covered Excess.
- Copies of the Comprehensive Motor Insurance Policy or Rental Vehicle Agreement.
- Copies of any reports obtained from police, motor insurer, rental vehicle company about the Accidental damage.
- Copies of the Singapore Accident statement (SAS).
- Discharge letters or vouchers issued by the motor insurance provider or rental vehicle company.
- not admit liability for, or offer to agree to settle, any claim brought against You without Chubb's prior written consent; and
- assist Us in the defence of any claim brought against You.