

# Private Motor Car Insurance Policy

Here is **your** insurance Policy. Please examine it together with **the Schedule**, to make sure that **you** have the protection **you** need.

It is important that the Policy, **the Schedule** and any amendments are read together to avoid misunderstanding.

If there are any changes that may affect the insurance provided, please notify **us** immediately.

## IMPORTANT NOTICE

The insurance cover provided to **you** under this Policy is based on the information **you** have provided to **us**.

Please be reminded that **you** must fully and faithfully declare to **us** the facts that **you** know or ought to know, otherwise **you** may receive no benefit from the Policy.

## How Your Insurance Operates

**Your** Private Motor Car Policy is a contract between **us**, the Company, and **you**, **our** Policyholder named in **the Schedule**. The application form, declaration and any information given form the basis of this contract.

The insurance **we** provide in this Policy is subject to the terms, conditions, exclusions contained in this Policy, Certificate of Insurance, **the Schedule** and any Endorsement to this Policy (hereinafter collectively referred to as the "Terms of this Policy").

In consideration of **your** paying to **us** the required Premium, **we** agree to indemnify **you** in the manner and to the extent described in the Policy and in **the Schedule**, in respect of events occurring during the Period of Insurance, or any subsequent period for which **you** pay and **we** accept the required Premium.

## Our Promise of Service

**We** wish to provide **you** with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should **you** have any reason to believe that **we** have not done so, please contact **your** broker or agent. If **you** do not use the services of a professional intermediary, please contact **us** directly.

# A Guide to Your Private Motor Car Policy

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SPECIMEN

## Definition of Words

(Applicable to the whole Policy)

Certain words have been defined below. These words have the same meaning wherever they are used in the Policy or **the Schedule** and are highlighted in the Policy by being shown in bold print, e.g. **Policyholder**, **Insured Vehicle**, etc.

### **Policyholder / Insured / You / Your**

means or refers to the person who contracted the insurance with MSIG Insurance (Singapore) Pte. Ltd. and under whose name this Policy has been issued.

### **Authorised Driver**

means or refers to:

1. any person named in **the Schedule** as "Authorised Drivers" and/or any person named in Certificate of Insurance under "Persons or classes of persons entitled to drive"
2. In the event of the death of the **Policyholder**, **Authorised Driver** includes:
  - a. any member of the **Policyholder's** family or a paid driver who have been driving any vehicle described in **the Schedule** during the life of the **Policyholder** and permission to drive has not been withdrawn prior to the death of the **Policyholder**.
  - b. any other person who has been given permission to drive any vehicle described in **the Schedule** prior to the death of the **Policyholder** and such permission has not been withdrawn by the **Policyholder**.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive any vehicle described in **the Schedule** or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving such vehicle.

### **We / Us / Our / the Company**

means MSIG Insurance (Singapore) Pte. Ltd.

### **The Schedule**

means a document which is part of the Policy which gives details of the cover **you** have.

### **Insured Vehicle**

means the vehicle we are insuring for **you** as shown in **the Schedule**, fitted with standard equipment by the manufacturer or distributor without any modification to any parts, accessories, windscreen and / or windows, unless otherwise declared with details and endorsed under this Policy.

### **Geographical Area**

1. The Republic of Singapore
2. West Malaysia
3. Transit by direct sea route across:
  - a. the straits between the island of Penang and the mainland of West Malaysia
  - b. the straits between Changi Point, Singapore and Tanjong Belungkor, Johore subject to the **Policyholder** or other person for the time being in charge of the **Insured Vehicle** having complied in all things with the rules, regulations or lawful directions of the carrier
4. That part of Thailand within 50 miles of the border between Thailand and West Malaysia

### **Legislation**

Road Transport Act 1987 (Malaysia), Motor Vehicles (Third Party Risks & Compensation) Act (Cap. 189) (Republic of Singapore), Road Traffic Act (Cap 276) (Republic of Singapore) or any Amendment, Act or Acts passed in substitution.

The reference of Legislation under the heading "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 94, 95, 96 of the Road Transport Act 1987 (Malaysia) and Sections 7, 8 and 9 of the Motor Vehicles (Third Party Risks & Compensation) Act (Republic of Singapore).

# General Conditions

(Applicable to the whole Policy)

It is an important part of our contract that **you** observe the following General Conditions:

**1. Interpretation**

This Policy and **the Schedule** 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 of **the Schedule** shall bear such specific meaning wherever it may appear.

**2. Written Notice**

Every notice or communication to be given or made under this Policy shall be delivered in writing to **us**.

**3. Care of Insured Vehicle**

**You and your Authorised Driver** shall take all reasonable steps to safeguard the **Insured Vehicle** from loss or damage and to maintain the **Insured Vehicle** in efficient condition, and **we** shall have at all times free and full access to examine the **Insured Vehicle** or any part thereof or any driver or employee of **you** or **your Authorised Driver**.

In the event of any accident or breakdown, the **Insured Vehicle** shall not be left unattended without proper precautions being taken to prevent further loss or damage, and if the **Insured Vehicle** be driven before the necessary repairs are effected, any extension of the damage or any further damage to the **Insured Vehicle** shall be excluded from the scope of the indemnity granted by this Policy.

**4. Cancellation**

We may cancel this Policy by giving seven (7) days' notice by registered letter to **you** at **your** last known address. **You** may also cancel this Policy by returning the original Certificate of Insurance and the cancellation will take effect from the date **we** receive the original Certificate of Insurance.

Any refund will be calculated as follows:

(a) Cancellation by **Us**

$$\frac{\text{Premium} \times \text{Unexpired Period of Insurance (days)}}{\text{Original Period of Insurance* (days)}}$$

(b) Cancellation by **Policyholder**

$$\frac{\text{Premium} \times \text{Unexpired Period of Insurance (days)} \times 80\%}{\text{Original Period of Insurance* (days)}}$$

Definition

\* Original Period of Insurance of the Policy shall be deemed to include any extension of period in the Policy. No refund will be payable if the refund premium is less than S\$25 or where a claim (including claim for windscreen or windows or IU) has arisen under the Policy.

**5. Exclusion of Rights Under the Contracts (Rights of Third Parties) Act**

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.

## General Conditions *(Continued)*

(Applicable to the whole Policy)

### 6. Condition Precedent (Applicable to Policy issued to a business or commercial establishment)

The validity of this Policy is subject to the condition precedent that:

- (a) for the risk insured, the **Policyholder** has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the **Policyholder** has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - (i) the **Policyholder** has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the **Policyholder** to **us** before cover incepts.

### 7. Premium Payment Warranty (Applicable to Policy issued to a business or commercial establishment)

- (a) Notwithstanding anything herein contained but subject to clause (b) hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this Policy was effected) within sixty (60) days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.
- (b) In the event that any premium due is not paid and actually received in full by **us** (or the intermediary through whom this Policy was effected) within the sixty (60) - day period referred to above, then:-
  - (i) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said sixty (60) - day period;
  - (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) -day period; and
  - (iii) **We** shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
- (c) If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by **us** (or the intermediary through whom this policy was effected) within the Period of Insurance.

### 8. Payment before Cover Warranty (Applicable to Policy issued to an individual)

- (a) Notwithstanding anything herein contained but subject to clause (b) hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by **us** (or the intermediary through whom this Policy was effected) on or before of the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate or Cover Note.
- (b) In the event that the total premium due is not paid and actually received in full by **us** (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by **us**. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate or Cover Note.

# Claims Conditions

(Applicable to the whole Policy)

We will act in good faith in all our dealings with **you**. Equally, **you** are required to observe the following conditions in the event of any accident involving the **Insured Vehicle**.

## 1. Notification of Accidents

In the event of any accident involving the **Insured Vehicle**, irrespective of whether it would give rise to a claim, **you** or **your Authorised Driver** shall report the accident to **us** or our Authorised Representative and convey or cause to be conveyed the **Insured Vehicle** to our Authorised Workshop for inspection within twenty four (24) hours of the accident or by the next working day thereof.

In case of theft or other criminal act which may give rise to a claim under this Policy, **you** or **your Authorised Driver** shall give immediate notice of the occurrence to **us** and the police and cooperate with **us** in securing the conviction of the offender.

Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to **us** immediately on receipt. Notice shall also be given to **us** immediately after **you** or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and/or an occurrence will result in **you** or **your Authorised Driver** being denied indemnity under both Section I and Section II of the Policy in respect of that particular accident and/or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in **you** losing all or part of **your** No Claim Discount as set out below.

### NCD – PRIVATE MOTOR CAR

Current	Upon Renewal (Non-Reporting)
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%
0%	0%

\*The Accident NCD to be applied first before the Non-Reporting NCD.

In the context of this clause the following terms have the following meanings assigned to them:

\***Accident NCD** – Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.

\***Non-Reporting NCD** – Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy.

## Claims Conditions *(Continued)*

(Applicable to the whole Policy)

### 2. Claims Procedure

No admission, offer, promise or payment shall be made by or on behalf of **you** or any person claiming to be indemnified without **us** giving **our** written consent.

**We** may at our sole discretion:

- (a) take over and conduct in **your** name or such person the defence or settlement of any claim, or
- (b) prosecute in **your** name or such person for **our** own benefit any claim for indemnity or damages, or
- (c) conduct and settle proceedings as **we** deem fit.

**You** and **your Authorised Driver** accept that **we** have these rights and that to evaluate and exercise these rights, **you** and any person claiming to be indemnified must assist **us** by:

- (a) providing all such information and assistance as **we** may require;
- (b) allowing **us** the right to examine the nature and extent of all damage to the **Insured Vehicle** before it is repaired. **We** have this right whether or not **you** or **your Authorised Driver** is entitled or intends to claim an indemnity under this Policy for the damage to the **Insured Vehicle**.

In case damage to the **Insured Vehicle** is indemnifiable by this Policy **you** shall decide whether or not to claim for such damage under this Policy and if so claiming, shall submit such a claim to **us** within fourteen (14) days of occurrence or discovery of damage. The quoted cost of repair is subject to adjustment by **us** before any repair may commence if it exceeds the Authorised Repair Limit in total.

### 3. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, **we** shall not be liable to pay or contribute more than **our** rateable proportion of any loss, damage, compensation, costs or expenses. Provided always that nothing in this Condition shall impose on **us** any liability from which but for this Condition it would have been relieved under Proviso (i) to Section II - 2 of this Policy.

### 4. Arbitration

If there is any disagreement on the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in writing. If **you** and **we** cannot agree on a single arbitrator, we should each appoint an arbitrator within one (1) calendar month after having been required in writing by the other. If the two (2) arbitrators do not agree, an umpire shall be appointed in writing by the arbitrators. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against **us**.

If **we** shall offer an amount in settlement or disclaim liability for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions contained in the Policy or been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 5. Conditions Precedent to the Company's Liability

The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by **you** or any person claiming to be indemnified, and the truth of the statements and answers in the application, shall be conditions precedent to any liability of **us** to make any payment under this Policy.

### 6. Legal Representative

The Terms of this Policy, so far as applicable and with any necessary modifications, shall apply to the legal personal representative of the **Policyholder** and **Authorised Driver**.

# General Exclusions

(Applicable to the whole Policy)

We shall not be liable in respect of:

1. Any accident, loss, damage or liability caused sustained or incurred:
  - (a) outside the **Geographical Area**,
  - (b) whilst any **Insured Vehicle** in respect of which indemnity is provided by this Policy is:
    - (i) being used otherwise than in accordance with the **Limitations as to Use**,
    - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an **Authorised Driver**,
    - (iii) being driven by the **Policyholder** or by any person on the order of or with the permission of the **Policyholder** whilst under the influence of intoxicating liquor or drugs,
    - (iv) being used or driven when it is not registered or licensed under the legislation or when the registration or licensing under the legislation has been cancelled,
    - (v) being used or driven with modifications that have not been approved by the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles, Registration and Licensing) Rules or by any relevant regulatory authority.
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - (e) any chemical, biological, bio-chemical or electromagnetic weapon.

## General Exclusions *(Continued)*

(Applicable to the whole Policy)

4. Any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (b) permanent or temporary dispossession of **Insured Vehicle** resulting from the unlawful occupation of such **Insured Vehicle** by any person

provided that **we** are not relieved of any liability to the **Policyholder** in respect of physical damage to the **Insured Vehicle** occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- (c) the destruction of **Insured Vehicle** by order of any public authority

In any action suit or other proceeding where **we** allege that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the **Policyholder**.

5. Any death, disability, loss, damage, destruction, legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
  - (i) the use or threat of force, violence and/or
  - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If **we** allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Policyholder** or **Authorised Driver**.

6. Any accident loss, damage or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with strike or riot and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof **we** shall not be liable to make any payment in respect of such a claim.

# Section I - Insurance on the Insured Vehicle

## COVER

### 1. Loss or Damage

We will indemnify the **Policyholder** against accidental loss of or damage to the **Insured Vehicle** and its accessories and spare parts whilst thereon arising anywhere within the **Geographical Area**.

At our own option we may pay in cash the amount of the loss or damage or may repair, reinstate or replace the **Insured Vehicle** or any part thereof or its accessories or spare parts. Our liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. Our maximum liability shall be limited to the prevailing market value of the **Insured Vehicle** at the time of the loss or damage.

### 2. Loss or Damage to Windscreen or Window and In Vehicle Unit (IU)

We will pay the cost of reinstating any glass in the windscreen or windows including glass roof of the **Insured Vehicle** and the cost of reinstating the IU (if applicable) of the **Insured Vehicle** following breakage of such glass provided there is no other damage to the **Insured Vehicle**.

Notwithstanding the coverage provided above, you shall be responsible to pay for the first S\$100 or the amount specified as Windscreen Excess in **the Schedule** and its applicable GST, whichever is the higher amount for each and every claim made under this sub-section.

Payment by us under this sub-section will not affect your No Claim Discount.

### 3. Protection and Removal after Accident

If the **Insured Vehicle** is disabled by reason of loss or damage insured under this Policy, we will bear the reasonable cost of up to S\$500 for protection and removal to the nearest repairers and for delivery within the **Geographical Area**.

### 4. Authority to Repair

The **Policyholder** may authorise the repair of the **Insured Vehicle** necessitated by damage for which we may be liable under this Policy provided that:

- (a) the estimated cost of such repair does not exceed the **Authorised Repair Limit** and
- (b) a detailed estimate of the cost is forwarded to us without delay.

## Exclusions to Section I

We shall not be liable to pay for:

1.
  - (a) the Excess amount as shown in **the Schedule** and its applicable GST
  - (b) Young or Inexperienced Driver Excess of S\$3,000 and its applicable GST. The Young or Inexperienced Driver Excess is applicable in addition to the Excess amount specified in **the Schedule** if the **Insured Vehicle** is driven or under the control of any person (other than the Policyholder) who at the time of loss or damage to the Insured Vehicle is 26 years of age or below, or has held a valid driving license for 2 years or less.

If we have made any payment under Section I which includes the excesses mentioned in (a) and/or (b) above, you have to pay us the amount of the excesses.

The excesses mentioned above are applicable for every claim made under Section I of this Policy for loss of or damage to the **Insured Vehicle** but shall not apply to loss or damage to the **Insured Vehicle** caused by fire, external explosion, self ignition, lightning, burglary, housebreaking or theft except if it is stated to be applicable in **the Schedule**.

2. loss of use or any other consequential loss.
3.
  - (a) depreciation, wear and tear, mechanical or electronic breakdown, equipment or computer malfunction,
  - (b) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date,
4. damage to tyres unless damage is caused to other parts of the **Insured Vehicle** simultaneously in the same accident.

## Section II - Liability to Third Parties

### 1. Indemnity to the Policyholder

**We** will, subject to the **Limits of Liability**, indemnify the **Policyholder** against all sums, including claimant's costs and expenses, which the **Policyholder** shall become legally liable to pay in respect of:

(a) death of or bodily injury to any person,

(b) damage to property,

where such death or injury or damage arises out of an accident caused by or arising out of:

(i) the use of the **Insured Vehicle**,

(ii) the driving by the **Policyholder** of any private motor car other than those belonging to or hired (under a hire purchase agreement or otherwise) to him or his employer or his partner.

while the vehicle mentioned in (i) or (ii) above is within the **Geographical Area**.

### 2. Indemnity to Authorised Driver

**We** will, subject to the **Limits of Liability**, indemnify any **Authorised Driver** who is driving the **Insured Vehicle** against all sums, including claimant's costs and expenses, which such **Authorised Driver** shall become legally liable to pay in respect of:

(a) death of or bodily injury to any person,

(b) damage to property,

where such death or bodily injury or damage arises out of an accident caused by or arising out of the use of the **Insured Vehicle**, provided that such **Authorised Driver**:

(i) is not entitled to indemnity under any other policy,

(ii) shall as though he were the **Policyholder** observe, fulfil and be subject to the Terms of this Policy insofar as they can apply.

### 3. Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this Section, **we** will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Section, provided that such representatives shall as though they were the **Policyholder** observe, fulfil and be subject to the Terms of this Policy insofar as they apply.

### 4. Expenses

**We** will pay all costs and expenses incurred with **our** written consent.

## Section II - Liability to Third Parties *(Continued)*

### 5. Representation and Defence

**We** may at our own option:

- (a) arrange for representation at any inquest or inquiry of the subject matter of which may give rise to indemnity under this Section,
- (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section,
- (c) arrange at the request of the **Policyholder** and pay, subject to the **Limits of Liability**, for legal services for defence of any charge of causing death by driving the **Insured Vehicle**, other than murder, which may be brought against the **Policyholder** or any other person who is driving on the **Policyholder's** order or with his permission, in respect of any death which may be the subject of indemnity under this Section.

## Exclusions to Section II

**We** shall not be liable in respect of:

1. death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be the indemnified under this Section,
2. damage to property belonging to or held in trust by or in the custody or control of:
  - (i) the **Policyholder** or any member of his household,
  - (ii) any **Authorised Driver** claiming to be indemnified under Section II - 2 or any member of his household.

## Section III - Medical Expenses

We will, subject to the **Limits of Liability**, in respect of each injured person indemnify the **Policyholder** the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the **Policyholder** or an **Authorised Driver** or any passenger of the **Insured Vehicle** as the direct and immediate result of an accident to the **Insured Vehicle**.

## Section IV - Personal Accident Benefits

1. We will pay:

- a. **you or your** personal representative the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while you are getting into or out of or driving the **Insured Vehicle** or travelling as passenger in the **Insured Vehicle** or any other private car. If you have more than one private motor car insurance policy with **us**, payment will be made under one (1) Policy only.
- b. the **Authorised Driver** half of the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling as the driver of the **Insured Vehicle**.
- c. each of the passengers half of the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling in the **Insured Vehicle**.

Provided always that:

- (i) **you or your Authorised Driver** is not less than 18 or more than 65 years of age at the time of injury
- (ii) the passenger(s) travelling in the **Insured Vehicle** is not less than 16 or more than 65 years of age at the time of injury
- (iii) the death or bodily injury shall occur within three (3) calendar months of the accident independent of any other cause (except medical or surgical treatment consequent upon such injury)

2. We will not pay for death or bodily injury:

- a. occurring more than three (3) calendar months after the accident, or
- b. arising directly or indirectly from intentional self-injury, suicide, attempted suicide (whether felonious or not), physical or mental defect or infirmity, or
- c. arising from any accident happening while the driver of the **Insured Vehicle** is under the influence of intoxicating liquor or drugs.

	Scale of Compensation
(1) Death	S\$20,000
(2) Total and irrecoverable loss of all sight in both eyes	S\$20,000
(3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	S\$20,000
(4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$20,000
(5) Total and irrecoverable loss of all sight in one eye	S\$10,000
(6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	S\$10,000

We will make payment under only one of the sub-sections (1) to (6) above in respect of any occurrence.

The maximum compensation in the aggregate payable by **us** under this section of the Policy during the period of insurance is:

- a. S\$20,000 in respect of death or bodily injury suffered by the **Policyholder**
- b. S\$10,000 per person multiplied by the legal seating capacity of the **Insured Vehicle** in respect of death or bodily injury suffered by the **Authorised Driver** or passenger of the **Insured Vehicle**. If the number of persons (including the driver) in the **Insured Vehicle** at the time of occurrence exceeds the number stated as the legal seating capacity in the Schedule, **we** shall be liable only for a pro rata proportion of the compensation which otherwise would be payable. **We** will pay the compensation only with **your** approval and will pay it directly to the injured **Authorised Driver** or passenger or their personal representatives. The receipt by the personal representatives of this payment shall be a full and final discharge to **us** for such compensation.

## No Claim Discount

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy the renewal premium shall be reduced as follows:

<b>Period of Insurance</b>	<b>Discount</b>
The preceding year	10%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
The preceding five or more consecutive years	50%

If at the time of a claim the No Claim Discount is 40% or 50%, the No Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy. If the No Claim Discount is 30% or less, then the whole No Claim Discount is rescinded.

If more than one claim is made during any one Period of Insurance the entire No Claim Discount is rescinded, irrespective of the percentage earned.

If more than one **Insured Vehicle** is described in **the Schedule**, the No Claim Discount shall be applied as if a separate Policy has been issued in respect of each such **Insured Vehicle**.

If **we** shall consent to a transfer of interest in this Policy, the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

The No Claim Discount shall be affected by any late notification or any failure in notification of an accident and / or occurrence by the **Policyholder** or **Authorized Driver** in accordance to Sub-Section 1 of Claims Conditions.

## Jurisdiction Clause

The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore.

## Avoidance of Certain Terms and Right of Recovery

If **we** are obliged by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurer's Bureau of West Malaysia on 30 March 1992 or the Agreement executed between the Minister for Finance of the Republic of Singapore and the Motor Insurer's Bureau of Singapore on 22 February 1975 or by any agreement which alters, amends or supercedes such Agreement, to pay an amount for which **we** would not otherwise be liable under this Policy, **you** shall repay the amount to **us**.

## Limits of Liability

Limit of the amount of <b>our</b> liability under <b>Section II - Items 1(a) and 2(a)</b> in respect of any one claim or series of claims arising out of one event	<b>Unlimited</b>
Limit of the amount of <b>our</b> liability under <b>Section II - Items 1(b) and 2(b)</b> in respect of any one claim or series of claim arising out of one event	S\$5,000,000
Limit of the amount of <b>our</b> liability under <b>Section II - Item 5(c)</b> in respect of legal services for defence in the event of any charge	S\$3,000
Limit of the amount of <b>our</b> liability under <b>Section III</b> in respect of each person injured arising out of one accident	S\$1,000

### Authorised Repair Limit

S\$350

### Limitations As To Use

As detailed in **the Schedule** and / or Certificate of Insurance.

### Car pooling Arrangements

The carriage of passengers pursuant to car pooling arrangements and the payments made by the passengers thereunder or any of them towards the running expenses of any vehicle described in **the Schedule** shall not be deemed to constitute use for hire or reward.

**IMPORTANT—The Policyholder is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.**

## ENDORSEMENTS APPLICABLE TO YOUR DRIVESHIELD - PREMIER PLAN

The following Endorsements apply only if **You** are covered under Section I of this Policy and are subject to the Terms, Exceptions and Conditions of this Policy unless **We** expressly state otherwise.

### AUTOMOBILE AND MEDICAL ASSISTANCE SERVICES ENDORSEMENT

The Automobile and Emergency Medical Evacuation and Repatriation Assistance Services are arranged by **Us** through Our appointed assistance company to assist **You** in an emergency caused by or arising out of the use of the **Insured Vehicle** within the **Geographical Area** unless otherwise stated.

The caller will be required to always identify themselves by their full name and Policy number.

MSIG 24 HOUR EMERGENCY HELPLINE  
(65) 6337 1208

#### Automobile Assistance Services

Please note that the Services under Items (i) to (xiv) are purely on referral or arrangement basis. All costs and expenses incurred for the services listed below are to be borne by **You**.

- (i) Emergency Towing Assistance
- (ii) Roadside Repair Assistance
- (iii) Alternative Travel Assistance
- (iv) Repatriation of the **Insured Vehicle**
- (v) Arrangement of Rental Vehicle
- (vi) Arrangement of Hotel Accommodation Assistance
- (vii) Accident Notification Assistance
- (viii) Police Report Assistance
- (ix) **Insured Vehicle** Repair Referral
- (x) Locksmith Referral
- (xi) Claims Procedure Assistance
- (Xii) Claims Reporting Assistance
- (Xiii) Referral to Claims Personnel
- (xiv) Arrangement of Compassionate Visit

#### Medical Assistance

Arrangement and Payment of Emergency Medical Evacuation and Repatriation.

Our appointed assistance company will arrange for the air and/or surface transportation and communication for moving the **Policyholder** when in a Serious Injury, as a result of an accident arising from the use of the **Insured Vehicle** within the **Geographical Area** (excluding Singapore) to the nearest hospital where appropriate medical care is available.

We or Our appointed assistance company shall not be responsible for any third party expenses that exceeds the limit of S\$50,000 provided below which shall be solely the **Policyholder's** responsibility.

The Limit of Indemnity for the **Policyholder** or any one accident arising from the use of the **Insured Vehicle** shall be as follows:

Emergency medical evacuation and	}	S\$50,000 per accident and
emergency medical repatriation	}	in the aggregate for each
	}	Period of Insurance

Subject otherwise to the terms, conditions and exceptions of the Policy.

### COVER WHILST DRIVEN BY A MOTOR TRADER

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms of this Policy the insurance granted thereby shall be operative but only so far as it relates to the **Policyholder** whilst the **Insured Vehicle** is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

## DAMAGE AND/OR THEFT OF CAR RADIO/CASSETTE/COMPACT DISC PLAYER

The indemnity provided by Section I of this Policy extends to any claim by the **Policyholder** for the cost of repair and/or replacement of the radio/cassette/compact disc player installed in the **Insured Vehicle** following damage and/or theft of the same (provided there is no further damage to the **Insured Vehicle**) up to an amount not exceeding S\$1,000 without the loss of the **No Claim Discount** nor the application of any **Excess** imposed under the Policy.

## HIRE PURCHASE

It is hereby understood and agreed that the Hire Purchase Owners named in the **Schedule** (hereinafter referred to as the Owners) are the Owners of the **Insured Vehicle** and the **Insured Vehicle** is the subject to a Hire Purchase Agreement made between the Owners of the one part and the **Policyholder** of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under Section I of this Policy shall be made to the Owners as long as they are Owners of the **Insured Vehicle** and their receipt shall be a full and final discharge to the **Company** in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the **Policyholder** as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the **Policyholder** an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the **Policyholder** to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the **Policyholder** shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the **Company**.

## NON-CANCELLATION CLAUSE

The **Company** undertakes to obtain consent of the Owners/Lessors specified in the **Schedule** prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Owners/Lessors specified immediately of any other material changes which are proposed to be made in the Terms of this Policy.

## LEGAL LIABILITY OF PASSENGERS FOR ACTS OF NEGLIGENCE

It is hereby understood and agreed that the **Company** will at the request of the **Policyholder** indemnify in terms of Section II of this Policy any person mounting into dismounting from or travelling in the **Insured Vehicle** such person being hereinafter called "the Passenger".

Provided that the Passenger:-

1. is not driving the **Insured Vehicle** or is in charge of the **Insured Vehicle** for the purpose of driving,
2. is not entitled to indemnity under any other Policy, and
3. shall as though he were the **Policyholder** observe fulfill and be subject to the Terms of this Policy in so far as they apply.

## EXCLUSIONS

The **Company** shall not be liable in respect of:-

1. death of or bodily injury to any person in the employment of the Passenger where such death or bodily injury arises out of and in the course of such employment.
2. damage to property belonging to or held in trust by or in the custody or control of the Passenger or being conveyed by the **Insured Vehicle**.

## MEMORANDUM FOR RESTRICTION OF INDEMNITY (APPLICABLE FOR PARALLEL-IMPORTED VEHICLE)

It is hereby noted and agreed that the indemnity under Section I of the Policy shall be restricted as follows:-

1. the amount payable for storage charges of the **Insured Vehicle** shall be limited to the number of days recommended by the Surveyor to repair or replace any part of the **Insured Vehicle** subject to a maximum of S\$500. The indemnity shall not apply to any additional storage cost payable due to the delay caused by the parts being unavailable or need to be imported from outside of Singapore.
2. the amount payable for freight charges or additional cost incurred to import any parts required for the repair or replacement, shall be limited to the amount of sea freight charge payable subject to a maximum of S\$200.

## PRIVATE USE - INDEMNITY TO PERSON USING

It is hereby understood and agreed that whilst the **Insured Vehicle** is being used by (refer to the **Schedule**) for social domestic or pleasure purposes with the permission of the **Policyholder** the **Company** will in the terms of and subject to the limitations of and for the purposes of Section II of this Policy indemnify the person using the **Insured Vehicle** in respect of any act or omission of the driver provided that:-

1. such person is not entitled to indemnity under any other Policy, and
2. such person shall as though he were the **Policyholder** observe fulfill and be subject to the Terms of this Policy in so far as they apply.

## REPLACEMENT PARTS

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that in the event of loss or damage to the **Insured Vehicle** or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the **Insured Vehicle** is held for repair or in the event of the **Company** exercising the option under Section I -1 to pay in cash the amount of the loss or damage the liability of the **Company** in respect of any such part be limited to:-

1. (a) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the Country in which the **Insured Vehicle** is held for repair or;  
(b) if no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the **Insured Vehicle** is held for repair and the amount of the relative import duty and;
2. the reasonable cost of fitting such part.

## STRIKE, RIOT AND CIVIL COMMOTION

It is hereby understood and agreed that the words "strike or riot" in General Exclusion 6 and "civil commotion" in General Exclusion 5(a) of this Policy shall not apply to any accident loss damage or liability directly caused by:-

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance, or
2. the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:-

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
  - (i) the use or threat of force, violence and/or
  - (ii) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

In the event of any claim hereunder the **Policyholder** / **Authorised Driver** shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the **Company** shall not be liable to make any payment in respect of such a claim.

### THIRD PARTY INDEMNITY TO EMPLOYER

It is hereby understood and agreed that in the terms of and subject to the limitations of the indemnity which is granted by Section II of this Policy to the **Policyholder the Company** will indemnify the Employer of the **Policyholder** (named in the **Schedule** of the Policy) whilst any **Insured Vehicle** in connection with which indemnity is granted under this Policy (other than a **Insured Vehicle** belonging to the Employer or hired to him under a Hire Purchase Agreement) is being used upon the business of the Employer provided that such indemnity shall not include liability for death or bodily injury sustained by any person arising out of and in the course of the employment of such person by the Employer.

Provided always that the Employer:-

- (a) is not entitled to indemnity under any other Policy,
- (b) shall as though he were the **Policyholder** observe fulfill and be subject to the Terms of this Policy in so far as they apply.

### TRANSPORT ALLOWANCE

We will pay you a daily transport allowance of S\$50 per day for the repair period recommended by our appointed surveyor or loss adjuster up to a maximum of ten (10) days if the **Insured Vehicle** is damaged in an accident covered under Section I of this Policy and the repair period exceeds three (3) days as recommended by our appointed surveyor or loss adjuster.

This cover is subject to the following conditions:

1. we will not pay any transport allowance for any accident repair not authorized by our appointed surveyor or loss adjuster
2. we will not pay you any amount beyond the repair period recommended by our appointed surveyor or loss adjuster even if the repairs take longer. If the **Insured Vehicle** is repaired sooner than expected, we will only pay you for the number of days it actually took to repair the **Insured Vehicle**
3. the daily transport allowance will not be paid if you are provided with a courtesy vehicle by the repairer while the **Insured Vehicle** is being repaired
4. the daily transport allowance will not be paid for any repair or replacement of windscreen and/or window(s) or a total loss or constructive total loss claim or when the repairs of the **Insured Vehicle** is delayed due to whatever reason(s)
5. the total amount payable by us under this extension shall not exceed S\$1,000 during the Period of Insurance.

### ENHANCED PERSONAL ACCIDENT BENEFITS

It is hereby declared and agreed that Section IV of this Policy is amended to read as follow:

1. We will pay:
  - b. you or your personal representative the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while you are getting into or out of or driving the **Insured Vehicle** or travelling as passenger in the **Insured Vehicle** or any other private car. If you have more than one private motor car insurance policy with us, payment will be made under one (1) Policy only.
  - c. the **Authorised Driver** half of the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling as the driver of the **Insured Vehicle**.
  - d. each of the passengers half of the amount stated in the Scale of Compensation for death or bodily injury arising out of violent, accidental, external and visible means while getting into or out of or travelling in the **Insured Vehicle**.

Provided always that:

- (i) your or your **Authorised Driver** is not less than 18 or more than 65 years of age at the time of injury
  - (ii) the passenger(s) travelling in the **Insured Vehicle** is not less than 16 or more than 65 years of age at the time of injury
  - (iii) the death or bodily injury shall occur within three (3) calendar months of the accident independent of any other cause (except medical or surgical treatment consequent upon such injury)
2. We will not pay for death or bodily injury:
    - a. occurring more than three (3) calendar months after the accident, or

- b. arising directly or indirectly from intentional self-injury, suicide, attempted suicide (whether felonious or not), physical or mental defect or infirmity, or
- c. arising from any accident happening while the driver of the **Insured Vehicle** is under the influence of intoxicating liquor or drugs.

	Scale of Compensation
(1) Death	\$S\$100,000
(2) Total and irrecoverable loss of all sight in both eyes	\$S\$100,000
(3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	\$S\$100,000
(4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	\$S\$100,000
(5) Total and irrecoverable loss of all sight in one eye	\$S\$50,000
(6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$S\$50,000

We will make payment under only one of the sub-sections (1) to (6) above in respect of any occurrence.

The maximum compensation in the aggregate payable by us under this section of the Policy during the period of insurance is:

1. \$S\$100,000 in respect of death or bodily injury suffered by the **Policyholder**
2. \$S\$50,000 per person multiplied by the legal seating capacity of the **Insured Vehicle** in respect of death or bodily injury suffered by the **Authorised Driver** or passenger of the **Insured Vehicle**. If the number of persons (including the driver) in the **Insured Vehicle** at the time of occurrence exceeds the number stated as the legal seating capacity in the Schedule, we shall be liable only for a pro rata proportion of the compensation which otherwise would be payable. We will pay the compensation only with your approval and will pay it directly to the injured **Authorised Driver** or passenger or their personal representatives. The receipt by the personal representatives of this payment shall be a full and final discharge to us for such compensation.

#### LOAN PROTECTION BENEFIT

If **you** suffer the Result as defined below, we will pay **your** personal representative the amount of \$S\$200,000 or the amount **you** owe the lessor or hire purchase owner noted in the Schedule in respect of the **Insured Vehicle** as at date of the Result, whichever is the lesser amount.

Provided always that:

- a. **You** are not less than 18 or more than 65 years of age at the time of such injury
- b. no compensation will be payable if the Result directly or indirectly, wholly or in part, arises or results from or is traceable to intentional self injury, suicide or attempted suicide (whether felonious or not), physical defect or infirmity, or an accident happening while **you** are under the influence of intoxicating liquor or drugs.
- c. in the event that **you** are the holder of any Policy or Policies with us in respect of any other private motor car or private motor cars, compensation will be recoverable under one (1) Policy only.
- d. We will not pay anything under this Endorsement if at the date of the Result the amount due to the lessor or hire purchase owner has already been discharged.

For the purpose of this Endorsement, Result is any bodily injury caused by violent, accidental, external and visible means which gives rise to a result not intended or anticipated by **you**

- (i) in direct connection with the **Insured Vehicle**, or
- (ii) while **you** are getting into or getting out of or traveling in the **Insured Vehicle** and which independently of any other cause (except medical or surgical treatment for such injury) results in death within three (3) calendar months of the date the bodily injury occurred.

## P17 - NEW FOR OLD REPLACEMENT

(Applicable only if specified in your motor quotation / Policy Schedule)

This endorsement is applicable to **Insured Vehicle** sustaining total loss or **Constructive Total Loss** within twelve (12) months from the date of first registration.

In the event that the **Insured Vehicle** sustains a total loss or **Constructive Total Loss** due to perils covered under Section I of this Policy, we will at our option, pay cash or replace with a new vehicle of the same make, model and engine capacity as the **Insured Vehicle**, provided that:-

1. the **Adjusted Repair Cost** of the damaged **Insured Vehicle** exceeds the **Economic Repair Limit** as defined.
2. the total loss or **Constructive Total Loss** of the **Insured Vehicle** is not due to flood or theft or robbery or disappearance of the **Insured Vehicle**
3. the amount we will pay under this Endorsement is the **New Replacement Car Price** subject to a maximum amount of S\$100,000 above the prevailing market value of the damaged **Insured Vehicle**
4. the **Policyholder** or any person claiming to be indemnified agrees that the measure of indemnity will be as defined in item (3) of this Clause and further agrees to surrender the **Salvage Value** of the damaged **Insured Vehicle** to us. In addition, the **Policyholder** shall fully co-operate with us to secure for our benefit any rebates of the Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF) under the damaged **Insured Vehicle** from the relevant Authorities
5. we shall not guarantee the availability nor the securing of the Certificate of Entitlement (COE) for the new vehicle
6. the Finance Company/Hire Purchase Owner will receive the first lien of the money or monies owed and outstanding in accordance with Hire Purchase or Leasing Agreement Endorsement (whichever is applicable) in the **Schedule**
7. in the event that the **Insured Vehicle** is insured without COE/PARF Value, we shall not be liable for the residual value of the COE and the established PARF at the time of accident. It is further agreed that we shall not be liable for the COE/ARF of the new vehicle of the same make, model and engine capacity as the **Insured Vehicle** (or the original purchase price you paid for the **Insured Vehicle** if the same make, model and engine capacity is not available) at the time of accident

### Definition:

**New Replacement Car Price** is the selling price quoted by the Authorised Distributor/Dealer in Singapore at the time of accident of the new vehicle of the same make, model and engine capacity as the **Insured Vehicle** (or the original purchase price you paid for the **Insured Vehicle** if the same make, model and engine capacity is not available in Singapore) with standard accessories, less discount, if any, and excluding the value of any Road Tax and Insurance payable for the new vehicle.

**Constructive Total Loss** occurs when at the time of loss or damage, the **Adjusted Repair Cost** of the damaged **Insured Vehicle** exceeds **Economic Repair Limit**.

**Adjusted Repair Cost** is the recommended repair cost of the damaged **Insured Vehicle** as assessed by our appointed surveyor or loss adjuster.

**Economic Repair Limit** is the amount arrived at by deducting the **Salvage Value** of the damaged **Insured Vehicle** from the prevailing market value of such **Insured Vehicle** on the date of accident.

**Salvage Value** is the value of the damaged **Insured Vehicle** including remaining COE and PARF values.