

# MOTORCYCLE Insurance Policy



**Product Disclosure Document  
General Terms and Conditions**

# CONTENTS

SECTION	HEADING	PAGE
1	Your Product Disclosure Document	3
2	Your Policy	3
3	Your Duty of Disclosure	3
4	When You Receive Your Policy	4
5	Geographical Limits	4
6	Your Policy Cover	4
7	Third Party Risks and Compensation	5
8	Damage to Your Motorcycle due to Fire or Theft	5
9	Accidental Damage to Your Motorcycle	6
10	Optional Covers	6
11	Excess	8
12	General Exclusions	8
13	Reporting an Incident / Making a Claim	10
14	No Claim Discount (NCD)	11
15	Renewing Your Policy	12
16	Cancelling Your Policy and Refunds	12
17	Sale / Replacement of Your Motorcycle	12
18	Updating the Product Disclosure Document	12
19	No Assignment of Your Policy	12
20	Governing Law	13
21	Exclusion of Third Parties	13
22	Our Service Commitment	13
23	Contacting Us	13
24	Policy Owners' Protection Scheme	13
25	Definitions	13

## IMPORTANT CONTACT INFORMATION

**Customer Care**  
6221 2111  
[help@budgetdirect.com.sg](mailto:help@budgetdirect.com.sg)

**Claims**  
6221 2199 within Singapore  
+65 6540 2199 if calling from overseas  
[claims@budgetdirect.com.sg](mailto:claims@budgetdirect.com.sg)

Copies of this, and other documents, including claim forms are available at [budgetdirect.com.sg/forms](http://budgetdirect.com.sg/forms)

## 1. Your Product Disclosure Document

This Product Disclosure Document will assist you to make an informed decision about our motorcycle insurance policies. You should read it before making a final decision whether to purchase and which policy to purchase as it contains the general terms and conditions of all our motorcycle insurance policies.

## 2. Your Policy

### If you purchase our motorcycle insurance policy

The most recent:

- Policy Summary
- Certificate of Insurance
- Policy Schedule

together with this Product Disclosure Document, will be the insurance contract between you and us (collectively referred to as your "Policy"). Any information, statement or declaration made by you for yourself or on behalf of other insured person(s), including any information, statement or declaration made over the phone or by fax, email or the internet at the time of application, will form the basis of the contract.

If there is any inconsistency between the above documents, the provisions in the document first mentioned in the above list shall take effect over the document listed subsequent to it.

### Policy documents

You have the option to have your Policy sent to you by email only. If you select this option to go paperless, we will give you a discount on your insurance premium. Otherwise, we will mail your Policy to your address.

#### **IMPORTANT**

**After reading your Policy carefully, you should keep it in a safe place for future reference and place a copy of the Certificate of Insurance in your Motorcycle.**

### Our agreement

In return for you meeting your obligations under your Policy including the payment of premiums when due, we will give you and the Insured Rider(s) the protection described in your Policy for events which occur during the Policy Term as shown on your Certificate of Insurance.

### Conditions precedent

As a condition precedent to our liability to make payment under your Policy, you must:

- satisfy your Duty of Disclosure and ensure that all information you give us is true, accurate and complete and to immediately update us whenever there are any changes or inaccuracy in the information you have given us;
- make prompt payment of all premiums, any applicable Excess and any other payments payable by you to us including GST, where applicable, as and when they fall due; and
- accept and comply with all the terms and conditions in your Policy including any subsequent amendments which we may notify you of.

### Eligibility

Unless we agree in writing, you and any Insured Rider under your Policy must, from the start of your Policy:

- be a Resident in Singapore, with a valid Singapore identification document;
- be insurable according to the terms and conditions in your Policy;
- be riding with a valid driving licence and must not have had his/her licence suspended or cancelled within the 3 years preceding the start date of the Policy Term; and
- not be involved in more than 2 accidents within the 3 years preceding the start date of the Policy Term.

The Main Rider must be between 25 to 70 years of age and have held a valid driving licence for 2 or more years as at the start date of the Policy Term unless otherwise agreed by us in writing and named in your Policy Schedule and/or Certificate of Insurance.

### Payment of premium

If you are paying your premium by instalments, you have to pay each instalment by its due date. You are responsible for ensuring all instalments are duly paid, even if we have paid your claim and are no longer liable to make any payment under your Policy. In the event of your death at any time during the instalment period, your estate or legal representative will be responsible for paying the remaining instalments by the respective due date. Any late payment will be subject to interest and further charges including legal costs, if any.

## 3. Your Duty of Disclosure

We use the information you give us to decide whether to insure you and on what terms. When giving this information, you are doing so for yourself and anyone else who will be insured under your Policy.

### What you must tell us

**When you buy this Policy for the first time**, you must be honest when answering our questions and tell us anything known to you and which a reasonable person in the circumstances would include in the answers to the questions. The questions we may ask include:

- Have you made any recent claims?
- Has your Motorcycle been modified?
- Who will be riding your Motorcycle?
- What will your Motorcycle be used for?
- Have you had any recent motor accidents?
- How long have you been riding?

Similar questions may be asked of the Main Rider and Named Rider, if any.

**When you renew, extend, vary or reinstate your Policy**, you must let us know if there are any changes to your answers given to the questions we had asked previously and disclose every matter that you know or could reasonably be expected to know, which may be relevant to us in deciding whether to continue to insure you.

**When material changes have taken place**, you must update us immediately whenever there is any change to:

- the ownership of your Motorcycle;
- any information relating to your Motorcycle;
- the Main/Named Rider or their particulars;
- your Motorcycle usage,

or any other information you had given us previously but which has become incorrect or outdated as a result of a change in circumstance.

#### **If there are material changes**

- You may inform us of the changes by giving us 7 days' notice to effect the changes.
- We may terminate your Policy and refund you the balance premium (if any) if we do not accept the changes.
- If we accept these material changes, we will confirm the amendment to your Policy in writing and the premium may be varied.
- If the premium is reduced, we will refund you the difference if it exceeds S\$10.00.
- If the premium is increased by S\$10.00 or more, you will have to pay the difference by the due date to ensure continuation of your Policy.

#### **If you do not tell us**

If you do not comply with your Duty of Disclosure or update us of any material changes, we may reduce or refuse to pay a claim and/or cancel your Policy. We may also have the option to treat your Policy as if it never existed.

## **4. When You Receive Your Policy**

#### **Make sure the information is correct**

Please check the information in your Policy and notify us of any changes or corrections straightaway. This is an important part of your Duty of Disclosure.

#### **Cooling-off period**

You have up to 14 days from the time you purchase your Policy to decide if the cover is right for you. This is called your cooling-off period.

If you decide that you do not want this Policy, you may cancel it within the cooling-off period. You may receive a refund of your premium as set out below:

1. **If your Policy coverage has not started**, you are allowed to cancel your Policy within 14 days of the purchase date and receive a full refund of what you have paid, with no cancellation fees imposed.
2. **If your Policy coverage has started and you have not made or reported a claim**, you are allowed to cancel your Policy within 14 days of the purchase date and receive a pro-rated refund of what you have paid, with no cancellation fees imposed.
3. **If your Policy coverage has started and you have made or reported a claim**, there will not be any refund of premiums.

#### **After cooling-off period**

Any cancellation of your Policy after the cooling-off period will follow section 16 (Cancelling Your Policy and Refunds).

## **5. Geographical Limits**

Your Policy covers claims relating to the use of your Motorcycle and incidents involving your Motorcycle in Singapore, West Malaysia (including Penang and the other islands offshore of West Malaysia) and Southern Thailand (being that part of Thailand which is within 80 kilometres of the border between Southern Thailand and West Malaysia) only.

## **6. Your Policy Cover**

#### **A. Your Cover**

The type of cover which you have selected will be shown in your Certificate of Insurance. We offer 3 covers that you may choose from:

1. **Third Party Only** – covers only your legal responsibility for damage to other people's property, and bodily injury or death to other people caused by an accident involving your Motorcycle. It does not cover any damage to your Motorcycle.
2. **Third Party, Fire and Theft** – you get the same cover as "Third Party Only" above, plus cover for loss or damage to your Motorcycle only if it is stolen or catches fire. It does not cover damage to your Motorcycle which is caused by attempted Theft of your Motorcycle or your loss due to items stolen from your Motorcycle.
3. **Comprehensive** – you get the same cover as "Third Party, Fire and Theft" above, plus cover for damage to your Motorcycle.

#### **B. Named Rider Plan**

The rider plan offered under your Policy is the **Named Rider Plan**. Under the Named Rider Plan, your Policy will only cover the following persons riding your Motorcycle when it is involved in an accident:

- the Main Rider; and
- one Named Rider (if any).

The Main Rider and Named Rider must be approved by us and they will be named in the Policy Schedule and/or Certificate of Insurance.

Under this Plan:

- you (including the Policyholder) will have to be named as either the Main Rider or a Named Rider in the Certificate of Insurance in order to be covered;
- the Main Rider and Named Rider will be covered when they ride your Motorcycle;
- an Unnamed Rider will NOT be covered even if that rider is authorised by you to ride your Motorcycle; and
- the Named Rider Excess may apply, in accordance with section 11 (Excess).

#### **IMPORTANT**

**You must give us accurate, true and complete information on the Main Rider and Named Rider (if any) such as their respective age, riding experience, claims history and past riding offences (if any) as we will rely on this information to decide whether to provide the insurance coverage and if so, the terms and conditions of your Policy.**

**If you do not do the above or fail to update us immediately in the event of any material change in the rider(s)' information, we may cancel your Policy and treat it as if it never existed and you may not receive any payment if you make a claim under your Policy.**

### C. **The Permitted Use of your Motorcycle**

Your vehicle usage, which you have selected from the following categories, will be shown on your Certificate of Insurance under "Limitation as to use":

1. **Private and Commuting Use** is use of your Motorcycle for social, domestic and pleasure purposes and for travelling between home and a regular place of work only.
2. **Private and Occasional Business Use** is "Private and Commuting Use" above, plus use for occasional business purposes by the Main Rider or Named Rider only. For the purposes of this paragraph, "occasional business" means: (a) your Motorcycle is not registered for business use, and (b) the use of your Motorcycle is not an essential part of earning income for a business.
3. **Private and Business Use** is "Private and Commuting Use" above, plus use for the business and/or occupation by the Main Rider or Named Rider only.

#### **Restrictions on Use of your Motorcycle**

We do not allow use of your Motorcycle for:

1. carrying of passengers or delivery of goods in connection with any trade or business (for example, for despatch or courier purposes) (whether paid or not);
2. any purpose in connection with Motor Trade;
3. driving tuition or test (whether paid or not);
4. hire to other people; or
5. any other purposes which we have not agreed to in writing.

Notwithstanding the paragraph above, we allow use of your Motorcycle for the carrying of goods or samples which are not for sale or payment.

## **7. Third Party Risks and Compensation**

*This section applies to all types of cover.*

### **Death, bodily injury and property damage caused to third parties**

We will cover your legal liability as well as that of any Insured Rider and the pillion passenger of your Motorcycle for death, bodily injury and accidental property damage caused to third parties by the use of your Motorcycle.

### **Legal costs against criminal charges**

We will pay for legal costs and expenses if we instruct our panel lawyers or if you instruct a law firm with our prior written approval, to defend you or an Insured Rider against any criminal charges brought against you/him/her for causing bodily injury or death by driving (but not a charge of murder) due to an accident involving your Motorcycle. The maximum amount we will pay under this cover is S\$3,000.00.

You shall reimburse us for any legal costs and expenses we have paid, if subsequently, you or an Insured Rider is convicted of reckless driving, dangerous driving or any other offence.

### **Exclusions**

We will not pay:

- for claims for death or injury sustained by you while riding your Motorcycle or sustained by any Insured Rider while riding your Motorcycle;
- for damage to property owned by or in the control of you, the Insured Rider or any other persons having possession or control of the property on behalf of you or an Insured Rider;
- for a substitute motorcycle, any loss or damage to a substitute motorcycle, or any liability caused by the use of a substitute motorcycle;
- any fines, punitive, exemplary or aggravated damages awarded against you or the Insured Rider;
- for any liability arising from a failure to notify us of any demand from a third party;
- for death or bodily injury to any person employed by you or an Insured Rider arising in the course of that person's employment;
- for death or bodily injury which you can claim for under the Work Injury Compensation Act (Cap. 354 of Singapore); or
- for any other claims, loss, damage or costs (including legal costs) that are not specifically confirmed to be covered in your Policy or separately agreed by us in writing.

### **Payment to legal representative(s)**

Where applicable, we shall pay to the legal representative(s) of the third party, in which case, the receipt or acknowledgement of the payment by the legal representative(s) shall be a full and final discharge of our liability under your Policy.

## **8. Damage to Your Motorcycle due to Fire or Theft**

*This section applies only if the type of cover shown on your Certificate of Insurance is "Third Party, Fire and Theft" or "Comprehensive".*

### **Loss or damage to your Motorcycle**

If your Motorcycle is stolen or catches fire, we will pay up to the Market Value of your Motorcycle. We will also pay the reasonable cost of recovery or towing and storage of your Motorcycle while it is being repaired subject to the limits for this cover stated in your Policy Summary.

The Policy Excess does not apply if you are claiming under this section for damage to your Motorcycle due to Fire.

A Theft Outside Singapore Excess amounting to 50% of the Market Value of your Motorcycle at the time of Theft (up to a maximum of S\$2,000.00) (before any applicable GST) will apply if your Motorcycle is stolen outside Singapore.

## 9. Accidental Damage to Your Motorcycle

*This section applies only if the type of cover shown on your Certificate of Insurance is "Comprehensive".*

### Damage to your Motorcycle

If your Motorcycle is accidentally damaged, we may at our option repair, replace or pay up to the Market Value of your Motorcycle to cover your loss or the damage to your Motorcycle at the time of loss or damage. We will also pay the reasonable cost of recovery or towing and storage of your Motorcycle while it is being repaired subject to the limits for this cover stated in your Policy Summary.

Damage to your Motorcycle includes but is not limited to:

- damage to your Motorcycle arising from your Motorcycle colliding into property belonging to a third party;
- damage to your Motorcycle when other vehicles collide into your Motorcycle;
- damage to your Motorcycle due to vandalism;
- damage to your Motorcycle by flood, fallen tree branches or other natural disaster(s); and
- damage to your Motorcycle caused by fire, external explosion, self-ignition and lightning.

## 10. Optional Covers

*Each optional cover applies only if you have paid the additional premium for that cover and it is shown on your Policy Summary.*

### A. Personal Accident

We will pay according to the table below if you or an Insured Rider dies or is injured in an accident involving your Motorcycle:

<b>Death or bodily injury</b>	<b>Compensation</b> (Expressed as a percentage of the stated limit as shown on your Policy Summary)
<b>Death</b>	100%
<b>Total and permanent loss of all sight in:</b> <ul style="list-style-type: none"><li>• both eyes</li><li>• one eye</li></ul>	100% 50%
<b>Loss by physical severance at or above the wrist or ankle (as the case may be) of:</b> <ul style="list-style-type: none"><li>• both hands</li><li>• one hand</li><li>• both feet</li><li>• one foot</li><li>• one hand and one foot</li></ul>	100% 50% 100% 50% 100%
<b>Loss of sight together with a hand or foot injury</b> <ul style="list-style-type: none"><li>• total and permanent loss of sight in one eye together with the loss by physical severance of one hand (at or above the wrist) or one foot (at or above the ankle)</li></ul>	100%

If more than one of the injuries or disabilities listed in the above table is suffered in the same accident, we will pay the aggregate of all amounts payable up to the maximum amount for this cover shown on your Policy Summary.

If your claim is covered under more than one valid motorcycle insurance policy with us, we will make payment under one policy only.

We will not make any payment under this optional cover if:

- a. the death or bodily injury:
  - is caused by reasons apart from the accident involving your Motorcycle;
  - occurs more than 3 calendar months after the accident;
  - arises directly or indirectly out of intentional self-injury, suicide, attempted suicide or physical or mental defect or infirmity; or
  - occurs where the Insured Rider was under the influence of drugs or alcohol (whether or not below any prescribed legal limits);
- b. your Motorcycle was being used for purposes outside the "Limitation as to use" of your Motorcycle as shown in the Certificate of Insurance or for any unlawful purposes; or
- c. your Motorcycle is not duly registered under the Road Traffic Act (Cap. 276 of Singapore) at the time of the accident.

Where applicable, we shall pay to the legal representative(s), in which case, the receipt or acknowledgement of the payment by the legal representative(s) shall be a full and final discharge of our liability under this optional cover.

If you are claiming under this optional cover only, the Policy Excess does not apply and your NCD will not be affected.

### B. Medical Expenses

If you, an Insured Rider and/or the pillion passenger of your Motorcycle suffer any bodily injury as a direct and immediate result of an accident while you or the Insured Rider were/was riding your Motorcycle, we will pay the reasonable medical expenses incurred up to the maximum amount of S\$2,500.00 per person per accident.

If you are claiming under this optional cover only, the Policy Excess does not apply and your NCD will not be affected. However, the Medical Expenses Excess amounting to S\$100.00 (before any applicable GST) will apply.

**C. No Claim Discount (NCD) Protector**

This optional NCD Protector cover is only available to you if your NCD is 20%. This optional cover does not apply to vehicles registered under a company or business name.

You will be allowed to keep your NCD level at the start of your Policy if you make no more than one claim within the same Policy Term. Your NCD will be affected according to the number of claim(s) that you make within the same Policy Term as follows:

No. of claims made during Policy Term*	NCD entitlement on renewal of your Policy
One	20%
Two or more	0%

\* Includes cases where an incident occurs during the Policy Term but the claim is made after the Policy Term has expired.

**IMPORTANT**

**You will still lose your NCD if you do not report an incident or if you report an incident outside the required timeframe (Please see section 13 (Reporting an Incident / Making a Claim) for more details on the requirements for reporting a claim under your Policy). Your protected NCD is not transferable to another insurer and does not guarantee renewal of your Policy with us.**

**D. Overseas Emergency Allowance**

This optional cover is only available for the Third Party, Fire and Theft and Comprehensive covers.

If your Motorcycle is immobilised or lost for more than 6 hours following an accident, breakdown or Theft outside Singapore but still within the covered geographical limits of your Policy, we will pay up to the limit for this cover shown on your Policy Summary for:

- arranging to transport you, the Insured Rider (if not you) and the pillion passenger of your Motorcycle back to Singapore;
- arranging for tow of your Motorcycle back to Singapore (in the event of an accident or breakdown); and
- reasonable overseas emergency phone calls made to our assistance company or to us by you or an Insured Rider.

If you are making a claim under this optional cover only, the Policy Excess does not apply and your NCD will not be affected.

**E. 24 Hours Roadside Assistance**

This optional cover is only available for the Third Party, Fire and Theft and Comprehensive covers.

If your Motorcycle breaks down within the covered geographical limits of your Policy and you or the Insured Rider cannot ride it, we will pay you:

- the reasonable cost of obtaining breakdown assistance by paying the activation or call out fee for such assistance; and
- the reasonable cost up to S\$100.00 for towing your Motorcycle to the nearest workshop of your choice if your Motorcycle cannot be repaired on the spot. The workshop need not be in Singapore if your Motorcycle is not in Singapore when it broke down.

If you are making a claim under this optional cover only, the Policy Excess does not apply and your NCD will not be affected.

**F. Transport Allowance**

This optional cover is only available for the Third Party, Fire and Theft and Comprehensive covers.

If your Motorcycle is damaged in an accident or lost as a result of Theft within the geographical limits covered by your Policy and we accept your claim under your Policy, we will pay you a transport allowance of S\$30.00 per day:

- **if your Motorcycle is lost:** until your Motorcycle is found and returned to you or up to a maximum of 30 days, whichever is earlier;
- **if your Motorcycle is a total loss:** up to the date your claim is settled subject to a maximum of 30 days; or
- **if your Motorcycle can be repaired:** from the day your Motorcycle is delivered to the workshop up to the day your Motorcycle is repaired. We will only pay you for the number of days it actually took to repair your Motorcycle even if it is completed sooner than estimated by the surveyor prior to the commencement of the repair, up to a maximum of 10 days per accident and subject to a total of 20 days in a Policy Term.

Notwithstanding the above paragraph, the maximum transport allowance we will pay under this optional cover is for up to a maximum of 30 days in a Policy Term.

We will also pay you an additional "get you home" allowance of S\$30.00 after an accident if you have purchased this optional cover.

If you are making a claim under this optional cover only, the Policy Excess will not apply and your NCD will not be affected.

**G. Modifications and Accessories**

This optional cover is only available for the Third Party, Fire and Theft and Comprehensive covers.

We may at our option repair, replace or pay cash for lost or damaged Modifications or Accessories which are not part of the manufacturer's standard fittings for your Motorcycle which you have declared and we have accepted to be covered under your Policy. In order to claim under this optional cover, the Modifications or Accessories must be lost or damaged in an accident or by Theft.

The Modifications and Accessories covered under this optional cover must comply with all relevant laws including that prescribed by the Land Transport Authority of Singapore.

**Exclusions**

- a. We will not pay for any repair or replacement of the Modifications or Accessories or compensate you if:
  - the Modification or Accessory is lost or damaged due to wear and tear, depreciation, mechanical, electronic or electrical breakdowns, failures or breakages, corrosion or deterioration due to atmospheric conditions, rusting, oxidisation, decolourisation or loss or damage caused by any process of cleaning, restoring, altering, maintaining, repairing or scratching of painted or polished surfaces, own ignition or explosion; or
  - the Accessory is lost or damaged due to any person's negligence.
- b. We will not cover Theft of or damage to your Motorcycle's Accessories unless the whole of your Motorcycle is stolen at the same time and your Motorcycle is recovered in a damaged condition.

## H. Singapore Only

This optional cover is only available for the Comprehensive cover.

You will enjoy a discount off the usual premium if you agree to ride your Motorcycle within mainland Singapore and Sentosa island only.

If you ride your Motorcycle outside Singapore and breach the above term, even if your Motorcycle is not involved in an accident, this Policy will be voidable at our option without any refund of the premiums paid. In addition, we reserve the right to claim against you for reimbursement of any payment made under your Policy and any other loss or damage suffered by us under and/or in relation to your Policy including legal costs and interests.

## 1.1. Excess

An Excess is the amount you must first contribute towards the cost of each incident which is the subject of a claim. Payment of an Excess helps to reduce the number of small claims and keep your insurance premiums low.

### Types of Excess

The table below shows the types of Excess which will apply when you make a claim.

Type of Excess	On Each and Every Claim**
<b>Policy Excess</b>	S\$300.00
<b>Additional Excess</b>	
- Theft Outside Singapore	50% of Market Value of your Motorcycle at the time of Theft (up to maximum of S\$2,000.00)
- Medical Expenses	S\$100.00
- Named Rider below 25 years old	S\$500.00
- Named Rider with less than 2 years' valid driving licence	S\$500.00

\*\* before any applicable GST

### Calculation of the total Excess payable on claims

The total Excess you have to contribute towards a claim is the aggregate of the Policy Excess and any Additional Excess(es) which apply.

#### Example

If a claim involves a Named Rider who was 24 years old and was holding a valid driving licence for less than 2 years, the total Excess payable would be S\$1,300.00 computed as follows:

Policy Excess	S\$300.00
Named Rider below 25 years old	S\$500.00
Named Rider with less than 2 years' valid driving licence	S\$500.00
<b>Total</b>	<b>S\$1,300.00</b>

### Policy Excess waived

You do not have to pay any Policy Excess towards a claim arising from an accident involving another identified vehicle registered in Singapore, that was wholly not your fault based on our assessment.

## 12. General Exclusions

It is important to understand that insurance policies do not cover every eventuality. You should read the whole Policy and be aware of what is excluded from your cover and the conditions to be observed.

### General exclusions applying to your Policy

Subject to our obligations under the law, your Policy does not cover any loss, damage or liability arising out of or in connection with:

- the riding or operation of your Motorcycle:
  - by any rider/person who:
    - is not an Insured Rider;
    - did not hold a valid driving licence or permit to ride a motorcycle, or held such a licence but did not comply with its conditions;
    - was at the time of an incident, under the influence of any drug or alcohol;
    - immediately following an accident, had refused to take a legal test for alcohol or any drug without a valid reason; or
    - has not complied with any term or condition of your Policy;
  - by anyone without your authorisation;
  - by any rider excluded by age or any other condition, according to the terms and conditions of your Policy;
  - outside the covered geographical limits of your Policy;
  - by a third party for the purposes of a sale;
  - on rails, sea, air or otherwise not on terra firma (including loading and unloading as part of the journey);
  - on airport runway/apron areas;
  - on a motor race track, roadway or any part of the motor sports venue; or
  - which is not duly registered under the Road Traffic Act (Cap. 276 of Singapore) or such registration of your Motorcycle is cancelled, at the time of the incident;
- the condition of your Motorcycle being unsafe, unroadworthy or overloaded (beyond the lawful or recommended passenger or loading capacity), unless we agree that this condition did not contribute to the loss or damage;



3. the use of your Motorcycle:
  - a. to transport high explosives (for example, nitroglycerine, dynamite or any other similar explosive) and/or other flammable, toxic, corrosive or polluting goods;
  - b. to transport in bulk, petroleum or gasoline;
  - c. to transport in bulk, chemicals or gases in liquid, compressed or gaseous form;
  - d. principally on private land;
  - e. to carry passengers for hire or any form of reward;
  - f. for self-drive hire;
  - g. to deliver or convey goods for payment or otherwise in connection with any trade or business;
  - h. for driving tuition or test (whether paid or not);
  - i. for purposes of or in connection with a criminal breach of trust or any other unlawful purpose;
  - j. for any purpose that is not within the scope of "Limitation as to use" as shown in your Certificate of Insurance;
  - k. as an emergency service vehicle;
  - l. by the armed forces, the police and/or other law enforcement agencies for their respective purposes;
  - m. as a commercial vehicle or as part of a fleet business; or
  - n. as part of contractors' plant and equipment;
4. the subject of claim:
  - a. that is fraudulent, false or exaggerated, or based on incomplete, forged or stolen documentation;
  - b. for self-inflicted death or bodily injury, suicide or attempted suicide, or physical defect or infirmity;
  - c. for any repair work(s) done or parts affixed to your Motorcycle which improve the condition of your Motorcycle beyond its condition immediately before the loss or damage;
  - d. for any tyre damage caused by punctures, cuts or bursts unless your Motorcycle suffers other damage from the same incident;
  - e. for any delays or losses due to unavailability of parts or accessories for your Motorcycle;
  - f. for any loss or damage to personal items in your Motorcycle;
  - g. for any damage to your Motorcycle that was not caused during the accident (for example, damage caused to your Motorcycle after the accident and before repairs agreed by us are being carried out);
  - h. for any wear and tear, abuse, corrosion, rust or depreciation of any part of your Motorcycle;
  - i. for any modification of your Motorcycle that is unlawful or not approved by the Land Transport Authority of Singapore or other relevant authority and/or which we had not agreed in writing to cover under your Policy;
  - j. for any mechanical, structural, electrical, electronic, computer or computer program failure, malfunction or breakdown of your Motorcycle;
  - k. for any loss, corruption or damage to any software or data system or program installed in your Motorcycle;
  - l. for any reduction in the value of your Motorcycle following repair;
  - m. for any transport expenses incurred by you or the Insured Rider;
  - n. for legal costs incurred by you or the Insured Rider prior to our written approval;
  - o. for ex gratia payments;
  - p. for any indirect or consequential loss or damage (whether of a financial nature or not) including without limitation, any loss of use, loss of profits, loss of revenue, loss of opportunity, loss of contract, loss of goodwill; or
  - q. that would expose us to any sanction, prohibition or restriction under any relevant United Nations resolutions, trade or economic sanctions or applicable law or regulations; or
5. the nature of such loss, damage or liability:
  - a. being deliberately caused by any Insured Rider or any person acting on behalf of an Insured Rider;
  - b. being caused by an explosion from combustible or flammable goods carried on your Motorcycle;
  - c. being caused by the discharge or escape of any oil, coolant, pollutant or contaminant from your Motorcycle other than as a result of a collision;
  - d. being caused during the process of cleaning, modifying, repairing or restoring your Motorcycle (and which was not related to an accident);
  - e. due to the use of an incorrect type of fuel;
  - f. relating to lawful repossession, confiscation or seizure or by nationalisation or requisition under the order of any government or public authority;
  - g. relating to racing (including test runs), rallies, trials (including speed trials), trial runs, tests (including endurance tests) and contests;
  - h. relating to any form of Motor Trade other than for the purpose of commercial servicing or repairing your Motorcycle;
  - i. relating to an agreement or contract in the absence of which, such liability would not have arisen;
  - j. relating to nuclear reaction, nuclear radiation or radioactive contamination, irrespective of whether other causes have contributed to such loss, damage or liability; or
  - k. relating to any of the following regardless of any other contributing cause or event:
    - war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government (whether legally established or not) or martial law;
    - riots, strikes or civil commotion; or
    - any Act of Terrorism.

## 13. Reporting an Incident / Making a Claim

### **IMPORTANT**

**All incidents must be reported to us within 24 hours of their occurrence or by the next working day no matter how trivial or even if there is no visible damage. You must do so regardless of whether you have made a police report (for bodily injury cases), you have reached a private settlement with the other driver or vehicle owner, or you are claiming from us, any third party or any other insurers.**

### **Reporting an incident**

If your Motorcycle is involved in an accident or is otherwise damaged or lost, you must take the following steps regardless of whether you are going to make a claim under your Policy:

- take steps to minimise the loss, damage or injury and to prevent any further loss, damage or injury;
- report the accident (including any death or bodily injury), damage or loss suffered to us within 24 hours from its occurrence or by the next working day;
- report the accident or loss to the police in the country where the accident occurred within 24 hours from its occurrence;
- send your Motorcycle (by tow if your Motorcycle is immobilised) within 24 hours from the occurrence of the incident or by the next working day, to an approved accident reporting centre;
- allow your Motorcycle to be inspected by our authorised surveyor and where applicable, the surveyor appointed by the third-party insurer; and
- update us promptly on any developments (including any demand and actual or threatened Court proceedings) and submit to us all relevant correspondence and documents relating to the incident.

If you are making a claim under your Policy for damage to your Motorcycle, you must submit such claim to us within 14 days from the date of the incident.

### **Failure to make a report or submit a claim in time**

If you fail to make a report or submit a claim within the required time frame:

- we may repudiate liability and you will not be protected under your Policy. This means that you will have to bear the repair costs of your Motorcycle and deal with any third party claims against you;
- your NCD will be affected as outlined in section 14 (No Claim Discount (NCD)); and
- we may cancel or decline renewal of your Policy.

### **General conditions**

You must also ensure that:

- you produce all relevant documentary evidence of ownership and value to support your claim;
- we are supplied, at all times, with updated, true and complete information regarding your Motorcycle, the Main/Named Rider and all relevant details of the incident;
- your Motorcycle is maintained in a roadworthy condition (fair wear and tear excepted);
- the rider of your Motorcycle was holding a valid driving licence to ride your Motorcycle at the time of the incident;
- following an accident, you and the rider (if not you) remain at the scene of the accident and not leave your Motorcycle unattended;
- your Motorcycle is registered under the Road Traffic Act (Cap. 276 of Singapore) and its registration under the said Act is not cancelled at the time of the incident;
- when your Motorcycle is left unattended for any period, your Motorcycle is locked, with any required security devices activated and all keys removed from your Motorcycle;
- all reasonable steps are taken to prevent any further loss or damage, including after an accident, breakdown or Theft recovery;
- we are provided with all relevant information and prompt assistance necessary to process any claims, recover any costs or take any legal action;
- no costs are incurred and no admission of liability, offer or settlement is made without our prior agreement in writing;
- any disabilities or medical conditions that may affect the Insured Rider's ability to ride have been disclosed to us and we had accepted the disabilities or medical conditions (if any) in writing and you had paid any accompanying increase in the premiums;
- we are told immediately if you or the Insured Rider is charged with an offence or faces a civil lawsuit following the incident;
- you notify us of any other insurance policy (whether you are the policyholder or not) that provides similar cover for the incident as your Policy; and
- you co-operate with us in handling any claims or demands including providing information promptly, executing documents and attending Court to give evidence.

If you do not observe any of the above conditions, we may reduce or refuse to pay a claim, or cancel your Policy.

### **What we can do**

We are entitled to:

- pay for your loss or damage either by payment, repair and/or replacement as we deem fit;
- take over and conduct the defence and settlement of any claim in your name or in the name of any other person insured by your Policy;
- initiate proceedings in your name or in the name of any other person insured by your Policy to recover any payment that we have made; and/or
- refuse a claim for any loss which is covered under a contract arranged by a person other than you.

### **Repairs to your Motorcycle**

- For your convenience, we can appoint a workshop and manage the entire repair process of your Motorcycle on your behalf.
- You must allow us to inspect your Motorcycle before any repairs are undertaken.
- You, or any other person, must not carry out repairs to your Motorcycle without our prior written authorisation, except for essential repairs of up to S\$300.00 to enable you or an Insured Rider to ride your Motorcycle away from the scene of the accident immediately after its occurrence.
- Our duty is to return your Motorcycle to the condition it was in immediately before it was damaged. If we agree to additional repairs, painting or parts which improve the condition of your Motorcycle beyond its condition immediately before the loss or damage suffered, you may have to pay for the cost of the improvement.
- We will authorise the use of such parts which are consistent with your Motorcycle's age and condition.
- If you do not accept or comply with any of the terms in this paragraph "Repairs to your Motorcycle", we may reduce or refuse to pay your claim.

### **Total loss of your Motorcycle**

If your Motorcycle is stolen and not recovered, or we decide that it would not be safe or economical to repair the damaged Motorcycle, we may at our option replace it or pay the Market Value of your Motorcycle, then:

- you must pay any applicable Excess and any remaining premium instalments for the full Policy Term;
- your Motorcycle becomes our property and we will retain the proceeds of any salvage, sale and balance COE, PARF value etc.; and
- you must co-operate and sign all documents reasonably required to transfer the ownership of your Motorcycle to us.

The cover under this Policy ceases upon settlement of your claim and you would have to return us your Certificate of Insurance.

### **Multiple Insurances**

If you have other insurance policies covering the same liability as this Policy, we will only pay you our share of the claim and will not have any obligation to make any payment to you if you are entitled to seek indemnity under another insurance policy. This does not apply to the Personal Accident optional cover.

### **Hire-purchase/Leasing/Legal owner**

If you have notified us that your Motorcycle is under a hire-purchase or leasing agreement or that someone else is the legal owner of your Motorcycle, we may pay any cash settlement to the hire-purchase company or such legal owner.

We may also notify such hire-purchase company or the legal owner of your Motorcycle of the cancellation of your Policy or provide them with any other information as we deem appropriate.

## **14. No Claim Discount (NCD)**

Provided you have been insured with us for the last 12 months and you did not make any claim under your Policy, we will give you a discount off your premium on the following scale when you renew your Policy:

<b>Number of claim-free years</b>	<b>NCD</b>
One year	10%
Two years	15%
Three or more years	20%

Your NCD will be shown on the Policy Schedule and/or Certificate of Insurance. However, if subsequently, there is a claim made under your Policy, we will reduce your NCD upon renewal as follows:

<b>Current NCD</b>	<b>NCD after 1 claim</b>
20%	0%
15%	0%
10% and under	0%

Your NCD will be reduced to 0% when a claim is made under your Policy in a Policy Term.

If you fail to report an incident leading to a claim on your Policy within 24 hours of the incident or the next working day, we will reduce your NCD upon renewal as follows:

<b>Current NCD</b>	<b>NCD after late reporting</b>
20%	15%
15%	10%
10%	0%
0%	0%

Your NCD will not be affected if your Motorcycle is involved in an accident with another identified vehicle registered in Singapore, that was wholly not your fault based on our assessment.

Your NCD entitlement cannot be transferred to another person.

If you sell your Motorcycle and buy another one and continue to maintain a motorcycle insurance policy with us, you will be entitled to retain your NCD for the new policy. If, however, you own more than one motorcycle, you will need to earn the NCD for each motorcycle. In such case, we will advise you on the NCD under each policy.

## 15. Renewing Your Policy

To ensure continued protection, we will normally send you a renewal offer at least 30 days before the renewal date of your Policy. Unless you have notified us of any changes to the information you had given us, we will assume that there are no changes when deciding whether to send you the renewal offer. If you notify us of any changes, we will send you the renewal offer only if we accept those changes.

The renewal offer will show the premium and Excess for the new policy, and may also include notice of any changes to the terms of the new policy.

### What you need to do when we send you a renewal offer

	If you wish to renew your Policy	If you do not wish to renew your Policy
<b>If you are on the Automatic Renewal arrangement</b>	You do not have to do anything and we will deduct/charge the renewal premium from your credit card known to us 14 days before the renewal date.	You must inform us of this at least 14 days before the renewal date and your Policy will lapse after the last day of cover.
<b>If you have opted out of the Automatic Renewal arrangement</b>	You will need to pay the premium in full by the due date shown in the renewal offer.	We will take it that you are not renewing your Policy if we do not receive the full premium by the due date shown in the renewal offer and your Policy will lapse after the last day of cover.

When you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete or if there has been changes to the information or your particulars which you had provided us before the commencement of your Policy. If you do not tell us, we may reduce or refuse to pay a claim. This is an important part of your Duty of Disclosure.

We will send a notice of non-renewal to your address last known to us if we decide not to invite you for renewal of your Policy.

#### **IMPORTANT**

**The terms and conditions of the renewed policy will be based on the prevailing terms and conditions offered by us and may be different from those in the current Policy without any prior notice to you. You are advised to go through the terms and conditions when you receive the new policy. If you do not accept the terms and conditions of the renewed policy, you should not renew your Policy. If you cancel the renewed policy after cover has started, reimbursement of the premium paid (if any) for the renewed policy will be based on the prevailing terms and conditions of the renewed policy.**

## 16. Cancelling Your Policy and Refunds

### By you

You may cancel your Policy at any time after the cooling-off period by giving us at least 7 days' notice. You will receive a refund of the pro-rated premium less a cancellation fee of S\$50.00 (before any applicable GST) if no claims have been made on your Policy.

### By us

We can cancel your Policy by giving you at least 7 days' notice. You are considered to have received the cancellation notice on the same day if we deliver the notice by hand (to your address last known to us), fax or email. You will receive a refund of the pro-rated premium less a cancellation fee of S\$50.00 (before any applicable GST) if no claims have been made on your Policy.

### Refund of premium

Any refund of the pro-rated unused premium will be computed as follows:

$$\text{Premium to be refunded} = \left[ \frac{\text{Total premium}}{\text{the original Policy Term (in terms of days)}} \times \frac{\text{the unexpired portion of the Policy Term (in terms of days)}}{\text{the original Policy Term (in terms of days)}} \right] - \text{any applicable cancellation fee}$$

We will waive or refund the cancellation fee if you take up another motorcycle insurance policy with us within 90 days from the effective date your Policy is cancelled. Your Certificate of Insurance should be returned to us along with any outstanding premium payable on or before the effective date of cancellation.

Reimbursements or payments owing or payable by you to us would have to be fully paid before we refund any premiums to you. Where applicable, we may, in our sole discretion, choose to set-off such reimbursements and payments owing to us against any premium that is refundable to you and claim against you for any remaining balance due to us after the set-off. Any late payment will be subject to interest and further charges including legal costs, if any.

## 17. Sale / Replacement of Your Motorcycle

If you sell or permanently replace your Motorcycle with another motorcycle, cover for your Motorcycle will end at the same time.

## 18. Updating the Product Disclosure Document

The information in this Product Disclosure Document may change from time to time. We will notify you of any changes at least 30 days before the date on which they take effect. There may also be changes to the policy terms and conditions when you renew your Policy. You should therefore, review the terms of the new policy every time you renew your Policy.

## 19. No Assignment of Your Policy

You must not assign any rights or benefits or in any other way, give anyone else an interest in your Policy (including, for example, assigning the rights to repair your Motorcycle) without our written agreement.

## 20. Governing Law

### Governing law and relevant legislation and agreements

Your Policy is governed by Singapore law, and will be subject to the following:

- Motor Vehicles (Third Party Risks and Compensation) Act (Cap. 189 of Singapore);
- Motor Vehicles (Third Party Risks) Rules, 1959 (Malaysia);
- Road Traffic Act (Cap. 276 of Singapore);
- Road Transport Act 1987 (Malaysia);
- Agreement between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore dated 22 February 1975;
- Agreement between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia dated 15 January 1968; and
- any other applicable statutes, subsidiary legislation, rules, regulations, notices, guidelines and agreements.

### Reimbursement of payments

You must repay us all payments made by us that we are not liable to pay under your Policy but are obliged to do so under any applicable law or the terms and conditions of any agreement of which we are bound to comply.

## 21. Exclusion of Third Parties

A person or entity who/which is not a party to your Policy or who/which has not agreed in writing to be bound by the terms and conditions of your Policy shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) or otherwise, to enforce any of the terms of your Policy.

## 22. Our Service Commitment

It is always our intention to provide you with the best possible service. However, if you have any cause for complaint, please contact us. Our contact details are set out in section 23 (Contacting Us).

If you are still not happy with our response, the dispute may be referred to:

- the Financial Industry Disputes Resolution Centre Ltd (FIDReC) if the dispute comes within FIDReC's jurisdiction; or
- the Singapore Mediation Centre (SMC) in accordance with SMC's mediation procedure in force at that time.

If the matter remains unsettled, it will be referred for final resolution by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the SIAC for the time being. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

## 23. Contacting Us

You may contact us through the following means for any queries, feedback or to make any changes to your Policy:

### Customer Care

Email: [help@budgetdirect.com.sg](mailto:help@budgetdirect.com.sg)

Contact No.: 6221 2111

### Claims

Email: [claims@budgetdirect.com.sg](mailto:claims@budgetdirect.com.sg)

Emergency Contact No.: 6221 2199 (local) or (+65) 6540 2199 (overseas)

### Office

190 Clemenceau Avenue  
#03-01 Singapore Shopping Centre  
Singapore 239924

## 24. Policy Owners' Protection Scheme

Your 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 needed from you. For details on the types of benefits under the scheme and the coverage limits, you may visit the websites of the SDIC ([www.sdic.org.sg](http://www.sdic.org.sg)) or the General Insurance Association of Singapore (GIA) ([www.gia.org.sg](http://www.gia.org.sg)) or contact us through the means set out in section 23 (Contacting Us).

## 25. Definitions

The meaning of certain words in your Policy are as follows:

**Accessories** means all audio and multimedia equipment, satellite navigation and detection systems that rely solely on your Motorcycle batteries as their power source and are permanently fitted into your Motorcycle by the manufacturer or distributor at the time your Motorcycle was originally bought and listed in the sales agreement as part of your Motorcycle at no additional cost. These will be considered as standard fittings covered under this Policy. We will not cover any paid upgrades or add-ons and any future additions or modifications unless you tell us about them and we agree to cover them in writing under the Modifications and Accessories optional cover (please see above) and provided any additional premium has been paid. If you are not the first owner of your Motorcycle, your Policy will only cover the standard fittings in other vehicles of the same make, model and batch as your Motorcycle unless you are able to present the original sales agreement showing the fittings when your Motorcycle was bought by the first owner or you are duly covered under the Modifications and Accessories optional cover.

**Act of Terrorism** means an act by any person or group committed for political, religious, ideological or other purposes (whether using or threatening violence or force and whether using NCB) with the aim of influencing or affecting any government or instilling fear in any section of public including an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and (2) appears to be intended to (i) intimidate or coerce a civilian population; or (ii) disrupt any segment of the economy of a government (whether legally established or not), state, or country; or (iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or (iv) affect the conduct of a government (whether legally established or not) by mass destruction, assassination, kidnapping or hostage-taking.

**Additional Excess** means the relevant Excess amount(s) that you have to pay in addition to the Policy Excess shown in your Policy Schedule when you make a claim on your Policy, and which is more particularly described in section 11 (Excess).

**COE** means the Certificate of Entitlement of your Motorcycle.

**Duty of Disclosure** means your duty of disclosure, the scope of which has been set out in this Product Disclosure Document.

**Excess** means the Policy Excess or the Additional Excess, as the case may be, being the amount shown in your Policy Schedule which you must pay towards a claim before we make any payment under your Policy.

**GST** means the goods and services tax, applicable in Singapore for the time being.

**Insured Rider(s)** means the Main Rider and Named Rider (if any).

**Main Rider** means the person who rides your Motorcycle most frequently and who is named as the Main Rider in the Policy Schedule and/or Certificate of Insurance. The Main Rider need not be the legal and registered owner of your Motorcycle or the Policyholder.

**Market Value** means the reasonable cost to replace your Motorcycle with one of the same make, model, age, specifications and condition as your Motorcycle at the time of the loss or damage. It includes COE and PARF but does not include any road tax, allowance for warranty, transfer costs or any other fees and charges unless agreed by us in writing.

**Modification** means any alteration to your Motorcycle (for example, the exhaust system, suspension or luggage box).

**Motor Trade** means the business of selling, distributing, repairing, hiring, providing valet parking services, or other services relating to the disposal and/or use of motor vehicles, carried out by any person(s) or group(s).

**Motorcycle** means your Motorcycle specified in your Policy including the manufacturer/distributor's standard fittings forming part of your Motorcycle and any other accessories or modifications that we have agreed to cover in writing.

**Named Rider** means a person who rides your Motorcycle occasionally and who is named as a Named Rider in the Policy Schedule and/or Certificate of Insurance.

**PARF** means the preferential additional registration fee.

**Policyholder** means the person named as policyholder in your Policy Schedule and he/she must be the legal and registered owner of the Motorcycle.

**Policy Term** means the period from the date of commencement of the insurance and the date of expiry shown in the Certificate of Insurance unless the Policy ceases to take effect before the date of expiry for any reason, in which case, the period will end on the date of cessation of this Policy.

**Policy Excess** means the amount shown in your Policy Schedule as the Policy Excess which you must pay for each claim before we make any payment, and which is more particularly described in section 11 (Excess).

**Resident in Singapore** means a Singapore citizen, Singapore permanent resident or a holder of a valid Singapore government issued work pass or work visa (including employment pass, S-pass or work permit), social visit pass, student's pass or dependant's pass.

**S\$** means Singapore dollars.

**Theft** means an act of a person intentionally taking your Motorcycle and/or Accessories without your consent.

**Unnamed Rider** means any person who is not named in your Policy Schedule and/or Certificate of Insurance.

**We/us/our** means Auto & General Insurance (Singapore) Pte. Limited.

**You/your** means the Policyholder or any other Insured Rider, as the case may be.