



**Your DirectAsia  
third party only  
motorcycle insurance policy details**

Thank you for choosing  
**DirectAsia**  
**third party only motorcycle insurance.**

We have made this policy simple and straightforward  
so that you can understand what we cover and  
what we do not cover.

**Direct Asia Insurance (Singapore) Pte Ltd**  
**(Company Reg. No. 200822611G)**  
**[www.DirectAsia.com](http://www.DirectAsia.com)**  
**88 South Bridge Road**  
**Singapore 058716**



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## 1 > your DirectAsia motorcycle third party only insurance policy

Your DirectAsia motorcycle third party only insurance policy tells you what you need to know about your third party only motorcycle insurance.

We explain your DirectAsia motorcycle third party only insurance, what happens if you have to make a claim and what you need to do when you insure with DirectAsia.

At any time, if you encounter any difficulty or have any questions about your cover or your policy, you can visit us at [www.DirectAsia.com](http://www.DirectAsia.com), email us at [CustomerService@DirectAsia.com](mailto:CustomerService@DirectAsia.com) or call us on 6532 2888.

### important notice

**We are required by law to tell you that before we provide cover, you must fully and faithfully tell us everything you know or could reasonably be expected to know that is relevant to our decision to give you the insurance, otherwise you may receive no benefit from your policy.**

### your policy

Your DirectAsia motorcycle third party only insurance policy is a contract between you and us and is made up of the information and any declarations submitted by you to us, the terms and conditions of use set out in or on our DirectAsia.com website, your certificate of insurance, the policy schedule, these policy details and any other written change to these documents that is advised by us in writing (such as an amendment). Together we will call these documents your DirectAsia motorcycle third party only insurance policy or your policy.

Your policy is proof of the contract between you and us. It is based on the information given by you or for you when you applied for this insurance. This information is shown on your certificate of insurance and the policy schedule. We will take it that you promise that the information you have given us is true.

Your DirectAsia motorcycle third party only insurance policy covers the motorcycle described on your certificate of insurance and your policy

schedule and in these policy details we will call it your motorcycle.

You will not be covered for anything that is not described on your certificate of insurance or your policy schedule.

**In order to be covered under this DirectAsia motorcycle third party only insurance policy, the policyholder must be the legal and registered owner of the motorcycle described on your certificate of insurance. If the policyholder is not the legal and registered owner of that motorcycle then you and that motorcycle will NOT be covered under this policy.**

Subject to payment of your premium, your policy will become effective on the date specified in your policy schedule and continue for the period of cover specified on your policy schedule, ending at 23:59 standard Singapore time on the last day of the period of cover.

Please read carefully the certificate of insurance, the policy schedule and these policy details to make sure all the information in your policy is complete and correct.

If you need to change anything, please contact us immediately.

The exceptions, exclusions, sums insured, limits and payment requirements described in these policy details apply to all sections of your policy.

To the extent permitted by law, you will receive your policy electronically. There may be some documents that we cannot deliver electronically due to legal and technological constraints. These will be posted to you.

You are advised to keep your certificate of insurance in your motorcycle at all times as this is required under Singapore law.

Your policy uses words that have definite meanings. To make sure that you are aware of these words and their meanings, please read the list of definitions set out in section 12.

### your duty to tell us

The insurance cover under your policy is based on the information you have given to us.

When we agree to insure you, to renew or vary your policy, or to pay your claim, our decision relies on the accuracy of the information you give us.

If that information is not accurate, we can reduce or deny any claim you make. We can



also cancel your policy and treat it as if it had never existed.

To avoid any cancellation of your policy or non-payment of your claim you must answer honestly, correctly and completely the questions we ask about:

- you;
- any other people who drive or will drive your motorcycle;
- your motorcycle;
- the driving and insurance history of you and any other people who drive or will drive your motorcycle; and
- any events involving your motorcycle that result in a claim on your DirectAsia motorcycle third party only insurance policy.

You must comply with:

- all of the terms and conditions in your DirectAsia motorcycle third party only insurance policy;
- any amendments to your DirectAsia motorcycle third party only insurance policy; and
- all of the terms and conditions set out on or in our DirectAsia.com website and which are and shall be deemed to be incorporated by reference in these policy details

### **at renewal**

In order to offer you continued cover on your policy, we may renew your policy automatically at the premium and on the terms determined by us. You should be aware that we can only consider automatic renewal when:

- you have made us aware of and we have accepted any changes to your policy details;
- the credit card details given to us by you have not changed; and
- there are no outstanding payments or other breaches of your policy.

Unless we hear to the contrary, we are entitled to assume that the details provided by you to us have not changed and that you have the consent of the credit card holder. We may then automatically debit the credit card we have on file with the renewal premium.

You may opt out of automatic renewal at any time by writing to us at least 30 days before the expiry of your policy.

### **PPF Statement**

Your DirectAsia third party only motorcycle insurance policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

### **who we are**

DirectAsia motorcycle third party only insurance in Singapore is issued by Direct Asia Insurance (Singapore) Pte Ltd (Reg. No: 200822611G) of 88 South Bridge Road Singapore 058716.

## **2 > where we cover you**

We cover you where your motorcycle is registered in Singapore and is being driven in Singapore, West Malaysia (including Penang and the other Malaysian 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).

We also cover you when your motorcycle is crossing the straits between Singapore and Tanjung Belungkor, Johor and when you cross the straits between West Malaysia and the Malaysian islands offshore of West Malaysia.

This is what we call the covered area.

## **3 > your benefits**

### **your policy cover**

Your final policy cover is subject to the things that we do not cover as described in these policy details.

Your policy cover and ability to claim is also subject to the payment by you of the total premium and any amount required to be paid that is applicable to the accident or loss that has occurred (your excess) plus any applicable goods and services tax.

The amounts of all types of excess that may be payable by you are shown on your certificate of insurance and your policy schedule.



All limits and amounts that may be payable by us to you or as shown in these policy details, on your certificate of insurance and on your policy schedule are in Singapore dollars and are inclusive of goods and services tax.

**important notes**

**Your DirectAsia motorcycle third party only insurance policy only covers you as the policyholder/main driver and one additional driver who must:**

- **be between the age of 25 and 65; and**
- **have held a driving licence for at least 2 years in the period immediately preceding the date of your policy; and**
- **be named on your certificate of insurance and policy schedule; and**
- **not have had his or her licence suspended or cancelled at any time in the 5 years immediately preceding the date of your policy; and**
- **not have been refused or declined insurance at any time in the last 3 years; and**
- **not have had insurance cancelled or terminated at any time in the last 3 years.**

**Your policy does NOT cover any unnamed drivers and it does NOT cover any side car.**

**Your policy also does not cover you when your motorcycle is being used to carry or deliver goods, documents and/or food for payment.**

**You must tell us the identity of the main driver truthfully and accurately, as this is important information on which we decide whether and on what terms to insure you. If you do not provide this information truthfully and accurately, your claim could be reduced or refused (either totally or in part). We may also cancel your policy and treat your policy as never having existed.**

**select the type of use for your motorcycle**

When you purchase your DirectAsia motorcycle third party only insurance policy, you will be able to select the type of usage for your motorcycle as follows:

<b>Usage</b>	<b>Description</b>
private use	for private or leisure use only. You do not use your motorcycle to commute to or from work or for any business visits or business appointments but you may use your motorcycle to send your children to school or for any other daily routine which is not work related.
private use + commuting to work	for private or leisure use and commute to or from work. You do not use your motorcycle for any business visits or business appointments but you may use your motorcycle during lunch time to meet with business colleagues.
private + business use	in addition to the uses permitted under private use + commuting to work, you also use your motorcycle for and during the course of your work (excluding carrying or delivery of goods and/or food for payment).

As part of your DirectAsia motorcycle third party only insurance policy, we will allow you to use your motorcycle outside of your declared usage up to a maximum of 5 times per year.

The only condition we impose is that you must inform us by phone or email at [CarUsage@DirectAsia.com](mailto:CarUsage@DirectAsia.com) or in writing prior to that other usage occurring.

You will only be covered under your DirectAsia motorcycle third party only insurance policy when your motorcycle is being used in accordance with the type of usage selected by you and declared to us.

In these policy details we call this your declared usage.

If you want to change your declared usage at any time during the period of insurance, you have to tell us immediately so that we can decide if we will make the necessary change and if we do, we may amend any terms and conditions of your policy and recalculate the premium required to be paid by you.

If your motorcycle is involved in an accident and you did not inform us that you are using it



outside of your correctly declared usage (allowed up to 5 times per policy year), you will be required to pay an additional excess of \$1,500 for any type of claim.

**If you have not honestly declared to us the type of usage that you will or do make of your motorcycle then without in any way affecting any other rights we might have and if your motorcycle is involved in an accident then any claim that you make will be reduced by us in our sole discretion by the same percentage proportion as is represented by the percentage difference between the premium actually paid by you for this policy and the premium that should have been paid by you had you honestly declared to us the correct usage for the motorcycle.**

### **your available core DirectAsia motorcycle third party only insurance covers**

Described below are details of the core DirectAsia insurance covers that a DirectAsia motorcycle third party only insurance policy will provide you.

These covers are subject to payment by you of your premium and to any limits and excess that are detailed in these policy details, on your certificate of insurance and on your policy schedule.

### ***liability to other people and other people's property***

#### **☞ death or injury to a person – third party death or bodily injury**

When the use of your motorcycle by you or by your named driver causes injury or death to a third party, we will cover you or the named driver for any legal liability arising from any such accident.

We also cover you for legal liability for the death or injury of a third party caused by the actions of your passenger while he is getting on or off your motorcycle.

We will also cover claims for the death or injury for passengers who were on (or who were getting on or off) your motorcycle at the time of the accident.

Our cover is inclusive of all liability for interest, costs and expenses indemnified under your

policy and all other costs and expenses incurred by or on behalf of you, your named driver or any other person.

We do not cover:

- x any claims for death or injury sustained by you while driving your motorcycle or sustained by your named driver while driving your motorcycle; and/or
- x any claims for death or injury sustained by any person employed by you or your named driver if such death or injury arises out of and/or in the course of such employment.

#### **☞ damage to another person's property – third party property damage**

We will cover you to a maximum amount of five hundred thousand dollars (\$500,000) inclusive of all costs (including legal costs) if:

- o you damage someone else's property as a result of a collision arising out of the use of your motorcycle; and/or
- o a passenger on your motorcycle damages someone else's property as a result of getting on or off your motorcycle.

We will not cover claims for loss or damage to:

- x any items on or in your motorcycle whether or not this property is owned by you or owned by any other person; and
- x any property owned by you which is damaged as a result of a collision arising out of the use of your motorcycle whether driven by you or any other person.

#### **☞ legal costs – criminal charges**

If there is an accident which results in the death of or serious injury to a third party and which is covered by your policy, we have the option entirely at our discretion to arrange for legal representation and/or to pay all or some of the reasonable legal costs and/or expenses to defend or represent you or your named driver covered by your policy against any criminal charges that may be brought against you.

If you decide to appoint your own lawyer to defend you, we must agree to all legal costs and/or expenses beforehand. If we agree to pay such legal costs and/or expenses we will advise you of the extent to which we will provide such assistance.



The maximum amount payable by us for this cover is \$3,000. We will not pay for legal costs and/or expenses to defend you or your named driver where you or that named driver has been charged with or convicted of reckless driving, dangerous driving, causing death by reckless or dangerous driving or murder.

You must reimburse us for any legal costs and/or expenses that have been paid by us on your behalf.

## 4 > what we do not cover

As mentioned in section 3, there are additional things that your DirectAsia motorcycle third party only insurance policy does not cover.

### fraudulent or false claims

We will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you, makes a claim in a fraudulent or false way, or where we have been given documents or information that are false or stolen or incomplete.

### other exclusions

If any one or more of the following events occur we will be able to refuse or reduce your claim. We can also cancel your policy.

### driver behaviour

Subject to our obligations under the Motor Vehicles (Third-Party Risks and Compensation) Act and the Road Traffic Act 1987 (Malaysia), we do not cover loss or damage to your motorcycle or claims against you, your named driver or passengers of your motorcycle if it was being driven by or in the control of any person, including you, who:

- x was not licensed to drive your motorcycle;
- x was not correctly or validly licensed to drive your motorcycle;
- x was not complying with the conditions of their licence to drive your motorcycle;
- x has had his or her licence suspended or cancelled at any time in the 5 years immediately preceding the date of your policy;
- x had a percentage of alcohol in their breath, blood or urine which in our sole

opinion impaired their ability to control or drive a motorcycle; and/or

- x had a percentage of drugs in their body which in our sole opinion impaired their ability to control or drive a motorcycle.

### how your motorcycle is used

Subject to our obligations under the Motor Vehicles (Third-Party Risks and Compensation) Act and the Road Traffic Act 1987 (Malaysia), we do not cover loss or damage to your motorcycle or claims against you, your named driver or passengers of your motorcycle if your motorcycle was:

- x not registered pursuant to the Road Traffic Act (Cap. 276) or its registration has been cancelled;
- x modified without the approval of the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles Registration and Licensing) Rules or any relevant legislation;
- x in an unsafe or unroadworthy condition;
- x being used to carry passengers for hire, fare or reward;
- x being used for any motor competition, rally, track day, motor sport race, trail, test, contest or for trialling at any motor sport venue, roadway or at an off road event (whether or not any of these activities are legal or illegal);
- x being tested in preparation for any motor competition, rally, track day, motor sport race, trail, test, contest or for trialling at any motor sport venue, roadway or at an off road event (whether or not any of these activities are legal or illegal);
- x being used on any racing track or roads by any other names called that are typically used for maker's drivers' days, advanced driver training or instruction, racing, pace making or similar purposes;
- x being used on rails and not on terra firma;
- x being used on an airport runway or airport apron areas;
- x being used for driver instruction or tuition for a fee;

- x being used for experiments, tests, trials or any demonstration purpose;
- x being used for any illegal or criminal purpose or in the course of any illegal or criminal activity;
- x being used to carry a number of passengers or carry or tow a load greater than that for which your motorcycle was constructed or licensed;
- x being used to carry, move or store dangerous, hazardous or inflammable goods or substances that might pollute or contaminate where such goods or substances are in quantities above those used for usual domestic purposes;
- x being used by a person or used for any purpose not shown on your current certificate of insurance and/or policy schedule;
- x being used to carry or deliver goods, documents and/or food for payment; and/or
- x being used for any purpose in connection with the motor trade.
- x loss or damage caused by a failure to lock or secure your motorcycle;
- x loss or damage caused by a failure to protect and secure the keys or the remote lock release mechanism for your motorcycle;
- x loss or damage caused by or by leaving your motorcycle in an unsafe position after it broke down, suffered accidental damage or was stolen and then found and you were notified;
- x loss or damage caused by contamination or pollution by chemical, biological or nuclear or radioactive agents, weapons or materials (whether actual or threatened);
- x depreciation or loss of the value of your motorcycle;
- x personal items stolen from your motorcycle;
- x loss or damage caused when driving your motorcycle after receiving medical advice that your ability (or that of your named driver) to drive your motorcycle is impaired by that medical condition or by the medical treatment prescribed for that condition; and/or

### driving other motorcycles

We do not cover you when you are driving another person's motorcycle at the time of the accident.

### general exclusions

These are general exclusions that apply to your DirectAsia motorcycle third party only insurance policy.

We do not pay claims for:

- x loss, damage and events that happen outside your period of insurance with us as shown on your certificate of insurance and/or policy schedule;
- x loss that occurs because you cannot use your motorcycle (including any wages or commission);
- x loss or damage that occurs outside the covered area;
- x loss or damage caused intentionally by you or by a person acting with your actual or implied approval;

- x criminal breach of trust.

We shall also not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## 5 > how much you have to pay if you make a claim – your excess

Before we will pay any amount for a claim under your policy, you are required to pay an initial amount or initial amounts applicable to the accident or loss.

In this DirectAsia motorcycle third party only insurance policy, we will call each such amount your policy excess.





If your claim is for more than one accident or loss, the policy excess applicable to such accident or loss will apply. These amounts are cumulative and the total cumulative excess is payable by you.

In brief, the types of excess that might apply to you are:

**type of excess                    when it applies and when you have to pay**

**third party damage**                    This is the minimum amount you have to pay for each claim made against you and it applies to all claims where an excess is payable. This excess is payable in addition to any other excess.

**declared usage**                    This is the amount that you have to pay if your motorcycle is involved in an accident while being driven for a purpose other than the declared usage. The amount payable is \$1,500 for any type of claim.

The declared usage excess amount is cumulative and is payable in addition to the third party damage excess. The amounts are also subject to any applicable goods and services tax.

The amount of each excess will be shown on your certificate of insurance and/or your policy schedule.

If we have made any payment under your policy that includes an excess payable by you, this amount will have to be refunded by you to us when we ask you to do so.

**6 > accidents and claims**

**Important Note:** All accidents must be reported to us in accordance with the requirements of the Singapore Motor Claims Framework (see [www.gia.com.sg](http://www.gia.com.sg) for details), within 24 hours or by the next working day and your motorcycle must be taken to one of our approved reporting centres for inspection within this time.

This reporting has to be done by you no matter how small or unimportant the damage might seem to you, even if there is no visible damage and whether or not you intend on claiming from

any other insurers or third parties. If you do not do this, your no claim discount may be affected as outlined in section 7.

You should also report to us within 24 hours or by the next working day in the event your motorcycle is lost or stolen.

You can contact us to tell us this information by e-mail or phone. More information concerning what to do in the event of an accident can be found on our website [www.DirectAsia.com](http://www.DirectAsia.com).

To ensure an efficient and speedy claim process we will take instruction from you or any other person provided that they are named on your policy. If you would like someone else to deal with your policy or claim on a regular basis please let us know.

If you give us information about another person, in doing so you confirm that other person has given you permission to provide the information to us to be able to process that information and also that you have told that other person who we are and that we will use that information.

**what you have to do**

If an accident or loss occurs that might lead to a claim being made under your DirectAsia motorcycle third party only insurance policy, you have to do all of the following:

- do everything you reasonably can to limit the loss, damage or injury and to prevent further loss, damage or injury;
- report the accident or loss to us within 24 hours or by the next working day of the accident or loss with your motorcycle (except where this is not possible in the case of theft), at the approved reporting centres;
- report the accident (if required) or loss to the police in the country where the accident or loss occurs within 24 hours of the occurrence of such accident or loss;
- immediately send us any correspondence you receive about the accident (including telling us if you become aware of any demand, court proceedings (actual or threatened) or offers of settlement);
- give us any information and help we may need in handling the claim, including attending court to give evidence; and



- allow us to examine and inspect the damage before repairing your motorcycle. You must do this even if you cannot make a claim for damage to your motorcycle.

**what you must not do**

When an accident occurs that might lead to a claim being made against us by you or any other person, you must not, without our written approval, do any of the following:

- x leave your motorcycle unattended in the event of an accident;
- x drive your motorcycle after it is damaged before necessary repairs have been carried out. In such event, we will not be liable for any further damage;
- x admit fault or liability to anyone else or negotiate, pay or settle a claim with anyone else;
- x do anything that may limit our right to claim the money that we paid out on your claim from the person responsible for the loss, damage or injury.

If an accident occurs that causes loss, damage or injury:

- we may take over and conduct in your name the defence or settlement of any claim against you;
- we have the full right to decide on how the defence is conducted or a claim is settled; and
- we have the entitlement to represent you at any inquest or official inquiry.

If we pay your claim, we have the right to take legal action in your name against any person responsible for the loss, damage or injury. We will take this action at our own expense. You must not do anything that limits our right to do this.

Once we have paid your claim up to the applicable limit, we are not obliged to continue to conduct the defence or settlement of a claim against you by another person.

If in the event we are legally obliged to make any payments due to an accident, even though the accident under DirectAsia policy terms and conditions is not admissible, we have the right to recover such payment from you or any person who is responsible for the loss, damage or injury.

If we decide not to continue with the conduct of the defence or settlement of claim, we will not be responsible for any damage, losses, costs or expenses incurred by you or by any other person as a result of our decision.

**if there is other insurance**

If you have other insurance which covers the same liability, loss or damage, we will only pay you our share of the claim and we will have no obligation to pay you any amount if you are entitled to indemnity under any other insurance policy. This does not apply to personal accident benefits.

**7 > discount on premium - your no claim discount**

A no claim discount is a discount that we will provide on your DirectAsia motorcycle third party only insurance premium if no claim under your policy has been made in a previous period or previous periods of your motorcycle insurance.

The amount of your no claim discount will be shown on your certificate of insurance and your policy schedule.

**your discount**

The premium discount that you will be entitled to for the next period of insurance if no claim has occurred on your DirectAsia motorcycle third party only insurance policy (or other insurer's policy that is acceptable to us) is as follows:

<b>no claims for:</b>	<b>your no claim discount is up to</b>
one year	10%
two consecutive years	15%
three or more consecutive years	20%

**reduction in your no claim discount**

Where an accident is partly or entirely your fault, an automatic reduction in your no claim discount will apply.



Your no claim discount will be reduced as described in the table below if one or more claims have been made by/against you during the same period of insurance:

<b>your current no claim discount is up to</b>	<b>your reduced no claim discount if you make a claim</b>
20%	0%
15%	0%
10%	0%
0%	0%

### **if you do not report an accident**

If you do not report an accident to us within 24 hours or by the next working day and/or do not provide your motorcycle to us for inspection in accordance with the terms of the Motor Claims Framework, we may reduce your no claim discount upon renewal of your policy as shown in the table below:

<b>your current no claim discount is up to</b>	<b>your reduced no claim discount if you report an accident late is up to</b>
20%	15%
15%	10%
10%	0%
0%	0%

### **no transfer of your no claim discount**

Your no claim discount is not transferable to any other person.

### **your no claim discount applies to only one motorcycle**

Your no claim discount applies to only one motorcycle at any one time.

## **8 > what you need to do**

### **taking precautions**

You must at all times take reasonable precautions to prevent accidents or loss of and damage to your motorcycle.

### **your duty to tell us**

You must fully and truthfully disclose to us the facts as you know or ought to know them, otherwise, you may receive no benefit from the policy.

When you answer our questions, it is important that you answer fully and truthfully as you are obliged under the law to tell us anything you know or should know that is necessary for us in making our decision to insure you or anyone else under your DirectAsia motorcycle third party only insurance policy and the terms on which we will insure you.

This includes answers to questions we ask when you apply for a policy, renew, or alter your policy, and any other matters which might affect whether we insure you and on what terms.

We use the information you give us to decide whether to insure you, or anyone else, so it is important you understand this when you are answering our questions for yourself and for anyone else who you want us to cover.

If you do not answer our questions fully and truthfully and do not disclose all relevant information to us then your claim could be reduced or refused (either totally or in part). We may even cancel your policy and treat your policy as never having existed.

You must inform us immediately of any changes in the information you have given us previously. If you do not, you may not receive any benefits under your policy on any claim and /or we may cancel your policy. In addition, we may also seek to recover any costs we have incurred.

### **what you need to do in relation to your motorcycle**

You have to do all of the following:

- keep your motorcycle in good, efficient and roadworthy condition and take reasonable care to safeguard it from loss or damage;
- allow us free and full access to examine your motorcycle or any part of it and interview you and your named driver;



- take all reasonable steps to safeguard your motorcycle from loss or damage;
- in the event of an accident or breakdown, your motorcycle must not be left unattended;
- comply with all relevant laws in the geographical area where you are driving your motorcycle;
- comply promptly with all relevant laws, regulations and requirements of public authorities; and
- inform us immediately if:
  - there is any material change in your motorcycle or in the nature of the risk;
  - you no longer own or have an interest in your motorcycle; and/or
  - you take out any other insurance which covers your motorcycle or liability against similar risks.

### **payment of your premium**

Your insurance premium will be shown on your policy schedule and you must pay your premium directly to us by the due date specified in the relevant confirmation sent by us to you.

Where you are paying your premium in full, then if the total premium is not paid and received in full by us on or before the start date, the policy will be deemed to be immediately and automatically cancelled and no benefits will be payable by us. Any premium payment received after the start date shall have no effect on the cancellation of your policy.

Where you are permitted to pay your premium by instalment payments, then if two or more required instalment payments are not paid and received in full by us on or before the specified due date, the balance instalment payments shall be payable in full. If no payment is made, the policy may be deemed to be cancelled and no benefits will be payable by us. Any premium payment received after the specified due date shall have no effect on the cancellation of your policy.

All payments for any insurance products, renewals, or other services purchased via our website must be paid in full by the due date specified in the relevant confirmation. Unless otherwise provided for, all payments are required to be made by you using a type of credit card accepted by us at the time of

purchase or renewal of the applicable insurance policy or service.

You must therefore provide to us through our website, details of your current and valid credit card, including:

- credit card type;
- name on credit card;
- credit card number; and
- expiry date.

You should not send us sensitive financial information like your credit card number by email.

Unless you ask us to change your payment details, we will debit the card we have on file to collect any money due on your policy.

### **reimbursements**

You must pay or reimburse to us any amount for which we would not otherwise be liable under your policy.

In particular, you must pay us any amount for which we would not otherwise be liable under your policy but for the Motor Vehicles (Third-Party Risks and Compensation) Act (Cap. 189), Malaysia's Road Transport Act 1987, the Agreements between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore dated 22 February 1975 and between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia dated 15<sup>th</sup> January 1968 and any other agreements pursuant thereto and/or any other applicable laws.

## **9 > keeping your DirectAsia motorcycle third party only insurance up to date**

If there is a material change in your circumstances, then you must tell us immediately. We may calculate any difference in premium from the date your circumstances changed even if this happened in a previous period of insurance.

If you do not tell us about changes in your circumstances, then this could result in an additional premium being payable by you, affect the amount you are able to claim or may even



mean that you are unable to make a claim. If your changed circumstances differ materially from what you have previously told us, then a failure to tell us of these changes could also result in your policy being declared void and as having never existed.

### **making changes to your policy – by you**

You may contact us to request a change to be made to your policy. We don't have to accept any changes but if we do accept a change, we will confirm it in writing to you or amend it on your certificate of insurance and policy schedule.

If the accepted change reduces your premium, we will refund the difference owing to you, provided that such difference exceeds \$10.

If the accepted change increases your premium, you will need to pay us the additional premium, provided that such additional premium exceeds \$10.

The changes you requested will only take place when we have confirmed them in writing to you and you pay any additional premium that may be required.

You can contact us to make changes to your policy online, by e-mail or phone.

### **making changes to your policy – by us**

We may change the terms and conditions of your policy, including the premium payable. We will give you at least 30 days' notice before such change is effected.

We may also change any terms and provisions of your policy at the end of your policy such that the change will be applicable from the next period of insurance. Your continued payment of the premium after we give you notice of any change to your policy will mean that you accept such change.

### **cancellation of your policy and refunds**

Both you and we have the right to cancel your DirectAsia motorcycle third party only insurance policy at any time by giving the other party 7 days' notice.

The effective date of cancellation will be based on the date the other party is informed in writing of the cancellation.

On cancellation, we will agree to refund a proportionate part of the premium you have paid for the unexpired period of insurance less a cancellation fee of \$50 (subject to applicable GST) and you will have to pay to us any amounts due to us by you and return to us the original certificate of insurance as required by Singapore law. We will work out any refund of premium as follows:

**Premium x the unexpired period of insurance (days) / the original period of insurance (days) – applicable cancellation fee**

If someone else is the legal owner of your motorcycle because of a hire purchase, financial or leasing agreement or employer's loan with you and we have been informed of this fact, we will advise them when we cancel the policy.

You must pay us any outstanding or due premium within 10 days of you or us cancelling your policy. Delayed payments will be subject to interest and added charges.

We will not refund any premium and if you are paying in instalments, you must pay us the balance premium if on or before cancellation of the policy any one or more of the following has occurred:

- an accident or a claim has been reported.
- we have paid a claim.
- the certificate of insurance has not been returned.
- you owe us any money

### **cancellation for dishonesty**

If we cancel your policy because you have not honestly answered the questions we have asked you about:

- you;
- any other person who drives or will drive your motorcycle;
- your motorcycle;
- the driving and insurance history of you and any other person who drives or will drive your motorcycle; and/or
- any events involving your motorcycle that result in a claim on your DirectAsia motorcycle third party only insurance policy

then in addition to any other of our rights, you must pay to us on demand an administration fee



of \$100 (subject to applicable GST) and we may debit your credit card for this amount without the need to obtain any additional authorisation from you.

### **interest of other persons**

You are not allowed to transfer or assign your interest in this DirectAsia motorcycle third party only insurance policy to any other person without first obtaining our written approval.

You must tell us if anyone else has an interest in your policy (for example, the legal owner of your motorcycle through a hire purchase or leasing agreement or employer's loan).

We will extend to them the insurance under your policy only after you have informed us of their interest and we have agreed in writing to enter their name and interest on your policy. However, by our doing this it does not make you an agent or trustee for them or assign your rights and interests to them.

## **10 > customer care**

We are committed to providing you with quality insurance products and services but if any dispute arises out of your DirectAsia motorcycle third party only insurance policy that we cannot resolve between us, then that dispute may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the mediation procedure in force.

You and we agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached.

If any dispute is not referred to mediation or if mediation fails, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each of us in writing.

If we and you cannot agree on an arbitrator within one calendar month of a request for arbitration by either party, the arbitrator shall be appointed by the Singapore International Arbitration Centre ("SIAC") and the arbitration will be conducted in accordance with the arbitration rules of the SIAC.

Your DirectAsia motorcycle third party only insurance policy is governed by and interpreted in accordance with the laws of Singapore and the following legislation and agreements:

- Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) of Singapore;
- Road Transport Act 1987 of Malaysia;

- Motor Vehicles (Third Party Risks) Rules, 1959 of 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;
- any other agreements pursuant thereto and/or any subsequent revisions of the above legislation or agreements.

You should not start legal proceedings against us unless 60 days have elapsed after proof of loss has been provided to us in writing in accordance with the requirements of your policy.

Our liability under your policy is limited solely to the payment of the amounts you are entitled to receive.

We assume no liability for the availability, quality or results of any service or for your failure to obtain any treatment or service covered by the terms of your policy.

No third party who has not agreed to be bound by the terms and conditions contained in this DirectAsia motorcycle third party only insurance policy shall have any right under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce any of its terms or conditions.

We will not be bound by any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia or Singapore.

### **our website**

On our website, you can make certain transactions online. This may be purchasing your policy, administering your policy, making a renewal payment or other transactions. These transactions will not be final until we receive and process your confirmation.

Your confirmation means any communication issued or transmitted by you to us via our website or other electronic means (including your offer to purchase or your confirmation of payment).

It is your responsibility to inform us of any change to your email address. It is also your responsibility to keep your email account active and capable of receiving new emails. We are not responsible for emails sent to an inactive or out



of date email account, unless we are solely negligent for using an incorrect email address.

Your confirmation of payment may not be received by us for reasons including mechanical, software, computer, telecommunications or electronic failure, or the omission or failure of other providers or systems which are outside the control of either party. You acknowledge that to the extent permitted by law, we are not liable to you in any way for loss or damage, however caused, directly or indirectly, in connection with the transmission of an electronic instruction through our website or any failure to receive an electronic instruction for any reason.

The credit card details that you provide to us may be retained after payment is made. Any refund we provide to you for any product you have purchased by credit card will be made back to the credit card account used to make the initial purchase unless otherwise agreed.

We may refuse or decline to process a transaction at any time and for any reason. We will not be liable to you or to any third party if we do this except where it constitutes a breach of your policy. We will also not be liable to you or to any third party for any failure to process a transaction that is beyond our control.

**general**

A clerical error by us shall not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

The headings used in these policy details do not affect its interpretation.

**notices**

All notices shall be in writing and shall be deemed to have been received:

- o on the same day if delivered by hand or sent by email or fax supported by a confirmation slip; and
- o 2 working days from the date of posting if sent by registered post to the addressee's last known address.

**11 > questions and feedback**

If there is anything about our products and services that you would like to ask us or if you want to provide feedback about us, please get in touch with us via our website [www.DirectAsia.com](http://www.DirectAsia.com), by email, by phone or in

person at our office at 88 South Bridge Road, Singapore 058716.

**12 > definitions**

Your DirectAsia motorcycle third party only insurance policy gives special meanings to a number of words that we use in your policy.

We have put together the following explanations to help you understand what we mean by those words:

accident	means an event occurring during the period of insurance which is sudden and caused by an accident, breakdown, theft or other circumstance which results in loss or damage to or in connection with your motorcycle.
amendment	means an endorsement or other authorised change to your policy.
certificate of insurance	means your certificate of insurance showing, among other things, details of your policy, information you have given us on which we have based our decision to insure you and certain information that we have used to calculate your premium. It includes all schedules attached to that certificate. Your current certificate of insurance is the most recent certificate that we have given you.
COE	means the certificate of entitlement for your motorcycle.
covered area	means we cover you where your motorcycle is registered in Singapore and is in Singapore, West Malaysia (including Penang and the other Malaysian islands offshore of West Malaysia) and Southern Thailand (being that part of Thailand which is within 80 kilometres of the border between Thailand and West Malaysia).



	We also cover you when your motorcycle is crossing the straits between Singapore and Tanjong Belungkor, Johor and the Malaysian islands offshore of West Malaysia.
DirectAsia / we / us / our	means Direct Asia Insurance (Singapore) Pte. Ltd.
excess	means the amount that you are required to pay towards any claim.
licence	means a valid, current and legally obtained driving licence that authorises and permits the licensee to drive the vehicle that is the subject of this policy.
limit	means the maximum amount that we will pay you under a benefit in your policy. The amount of each limit refers to any one claim or series of claims arising out of one event.
main driver	means the person who most frequently drives your motorcycle and who (1) is aged between 25 and 65; and (2) holds a driving licence for at least 2 years in the period immediately preceding the date of your policy; and (3) has no licence suspended or cancelled in the last 5 years and; (4) has not been refused insurance or had it terminated in the last 3 years.
motor trade	means a group of persons who carry on the business of distributing, selling, repairing and/or disposing of motorcycles.
named driver	occasionally drives your motorcycle and who (1) is aged between 25 and 65; and (2) holds a driving licence for at least 2 years in the period immediately preceding the date of your policy; and (3) has not had

	his licence suspended or cancelled in the last 5 years; and (4) has not been refused insurance or had it terminated in the last 3 years.  important note:  Your policy covers only one additional named driver who must be named in the policy schedule and certificate of insurance. Your policy does not cover any other driver of your motorcycle.
policyholder	means the legal and registered owner of the motorcycle described on your certificate of insurance.
you / your	means the person named as the main policyholder and includes the person or persons named as insured in your policy.
your motorcycle	means the motorcycle covered under your policy, as shown on the certificate of insurance. The policyholder must be the legal and registered owner of this motorcycle.
your policy or your DirectAsia motorcycle third party only insurance policy	means a contract between you and us and comprises the information and any declarations submitted by you to us, your certificate of insurance, these policy details and any other written change to these documents that is advised by us in writing (such as an amendment).





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