



## **Your DirectAsia.com Car Insurance Policy Details**

Thank you for choosing  
**DirectAsia.com car 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.com car insurance policy

Your DirectAsia.com car insurance policy tells you what you need to know about your car insurance.

We explain your DirectAsia.com car insurance, what happens if you have to make a claim and what you need to do when you insure with DirectAsia.com.

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.com car 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.com car 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.com car insurance policy covers the car described on your certificate of insurance

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

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.com car insurance policy, the policyholder must be the legal and registered owner of the car described on your certificate of insurance. If the policyholder is not the legal and registered owner of that car then you and that car 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 car 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:

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

You must comply with:

- o all of the terms and conditions in your DirectAsia.com car insurance policy;
- o any amendments to your DirectAsia.com car insurance policy; and
- o 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:

- o you have made us aware of and we have accepted any changes to your policy details;
- o the credit card details given to us by you have not changed; and
- o 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 14 days before the expiry of your policy.

## PPF Statement

Your DirectAsia.com car 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.com car 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 car 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 car is crossing the straits between Singapore and Tanjong 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 depends on what type of DirectAsia.com car insurance you choose and is subject to the things that we do not cover as described in these policy details.

In addition to our core cover described below, there are a number of optional benefits which you can choose to take. These are also described below.

The optional benefits described in your policy will only cover you if you have selected and paid for them and they are shown on your policy schedule.

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 note

**Your DirectAsia.com car insurance policy only covers you the policyholder, the main driver, all authorised drivers and up to 2 young and/or inexperienced drivers (being drivers under the age of 30 and/or with less than 2 years' driving experience) who must be named on your certificate of insurance and policy schedule.**

### Your policy does not cover:

- x **any driver who is below the age of 30 and who is not named on your certificate of insurance and policy schedule; and**
- x **any inexperienced driver (being a person who has held a driver's licence for less than 2 years) and who is not named on your certificate of insurance and policy schedule; and**
- x **any authorised driver whose licence has been suspended or cancelled at any time in the 5 years immediately preceding the date of your policy.**

### select the type of use for your car

When you purchase your DirectAsia.com car insurance policy, you will be able to select the type of usage for your car as follows:

Usage	Description
off-peak	you drive a Singapore registered car with a red or off peak registration number plate.
private use	for private or leisure use only. You do not use your car to commute to or from work or for any business visits or business appointments but you may use your car 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 car for any business visits or business appointments but you may use your car 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 car for and during the course of your work.

As part of your DirectAsia.com car insurance policy, we will allow you to use your car 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 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.com car insurance policy when your car 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 car is involved in an accident and your car was at the time of the accident being used for a purpose other than the declared usage, 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 car then without in any way affecting any other rights we might have and if your car 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 car.**

### **your available core DirectAsia.com car insurance covers**

Described below are details of the core DirectAsia.com insurance covers that a DirectAsia.com car 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.

### **coverage for your car – own damage**

#### **🚗 collision**

We will cover you for the cost of repairing your car up to the reasonable market value of your car when it is damaged in a collision, whether it is your fault or not.

#### **🚒 fire and vandalism**

We will cover the cost of repairing your car up to the reasonable market value of your car if it is

damaged by fire or if it is maliciously damaged or vandalised.

#### **🚗 damage caused by storm, water or acts of god**

We will cover the cost of repairing your car up to the market value of your car if it is damaged by an act of god, a storm (including lightning), flood or other water damage.

#### **🚗 total loss and theft**

If:

- we decide that your car is so badly damaged that it would not be safe or economical to repair it; or
- your car has been stolen,

we will pay you the market value of your car at the time of the accident or loss. We will be entitled to all salvage costs and land transport authority rebates (like COE and PARF) that are claimable by the owner of your car.

Once we agree to pay you for total loss of your car, your DirectAsia.com car insurance policy will immediately terminate and you will need to return to us the original certificate of insurance. This is required by Singapore law.

In this event, we will retain the damaged car and require you to sign all documents and forms necessary to transfer ownership of your car to us or as we direct.

We have the right to appoint a salvage agent or wreck buyer of our choice.

#### **🚗 accessories and spare parts for your car**

We will cover you for accessories and spare parts for your car provided that the accident, loss or theft is covered by your policy, that these accessories are fitted as standard equipment by the maker or distributor at the time your car was originally purchased and they were on your car at the time of the accident, loss or theft.

We can decide whether to replace or repair these items or pay you the cost to do this.

If there is loss or damage to your car or its accessories and spare parts requiring a part that cannot be obtained from stocks in Singapore, we can pay you the cash equivalent of the amount of the loss or damage, with our liability being limited to:

- the price quoted in the latest catalogue or price list issued by the maker or its agents in Singapore or if there is no such catalogue or price list, the price last obtained at the maker's works plus the reasonable cost of transport and the amount of the relative import duty; and
- the reasonable cost of fitting such part.

We will not pay for transportation of the relevant accessory or spare part by air.

#### **windscreen and window damage**

We will pay you for the full replacement or repair cost of your car's windscreen or your car's windows if there is no other damage to your car. Under this windscreen damage cover we will not pay for damage to sun roofs, any other glass panels fixed to the roof of your car or for any mirror fixtures in or on your car. We also will not pay for repairs to or replacement of your windscreen or other glass panels (including windows and sun roofs) due to scratches.

Payment by us of a windscreen or window damage claim will not affect your no claim discount but the excess shown on your policy schedule will be payable by you if your car's windscreen or any window is replaced. No windscreen damage excess is payable if your car's windscreen or any window can be and is repaired.

#### **towing**

If your car cannot be driven because of damage that we cover you for, then we will pay the reasonable cost of towing your car to the nearest repairer to the location where the damage occurred.

The maximum amount payable by us under this cover is \$200 if the accident occurred in Singapore and \$500 if the accident occurred in West Malaysia or Southern Thailand.

#### **repairs authorised by you**

We will permit you to authorise repairs to your car as a result of an accident or damage that we cover without first having to agree this with us. This permission only applies to repairs up to a maximum amount of \$300 after you have paid the total aggregate excess amounts applicable.

You must send us a detailed quote or receipt (in a form acceptable to us) for these repairs before we will pay your claim.

#### **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 car by you or by any authorised driver causes injury or death to a third party, we will cover you or the authorised 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 passengers while they are getting in or out of your car.

We will also cover claims for the death or injury for passengers who were in (or who were getting in or out of) your car 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 authorised driver or any other person.

We do not cover:

- x any claims for death or injury sustained by you while driving your car or sustained by your authorised driver while driving your car; and/or
- x any claims for death or injury sustained by any person employed by you or your authorised 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 million dollars (\$5,000,000) inclusive of all costs (including legal costs) if:

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

We will not cover claims for loss or damage to:

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

### **☞ driving other cars**

This benefit provides you with the same legal liability cover that you would have had if you had been driving your own car at the time of the accident.

We will cover you if you drive any other private car that is not owned by you and is not hired to you or to any other person under a hire purchase, leasing or rental agreement.

This cover is only available to you as policy holder and does not apply and is not available to any authorised drivers or any named drivers.

This cover will only apply if:

- there is no other insurance in place which covers that liability;
- you have the owner's permission to drive the car;
- the car is registered in Singapore; and
- the car has not been scrapped or transferred.

### **☞ 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 any authorised 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 an authorised or named driver where you or that authorised 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.

### ***DirectAsia.com car insurance cover - your optional benefits***

DirectAsia.com car insurance gives you the choice to add extra insurance cover to the core car insurance we have described above.

These optional benefits are described below and are subject to payment by you of your premium and to any limits and excesses that are detailed on your policy schedule.

These optional benefits are only applicable to you if they are stated on your policy schedule.

### **☞ my workshop**

Unless you take the my workshop cover, all repairs to or replacement of parts of your car resulting from any damage covered under your policy must be carried out at one of DirectAsia.com's approved workshops.

If you take my workshop cover you can choose any workshop in Singapore to repair your car.

### 📷 my camera

If you take our my camera cover you must install and keep installed an in-car camera in a manner and of a type and quality acceptable to us. You must keep this camera in good working order and condition during the term of your policy.

For you to obtain the benefits under this cover, you are required to provide us on demand with the relevant photographic record and video of any accident that your car is involved in.

If you do not do this or unless we in our sole opinion determine that there was a camera or recording fault beyond your control, you must pay us \$1,500 by way of additional excess for any claims made by you in respect of any such accident.

### 🏥 medical expenses

If you take our medical expenses cover and if you (or any authorised driver) and/or any passenger of your car suffers any injury as a result of an accident while you or any authorised driver was driving your car, we will pay the reasonable medical expenses incurred by that person up to a maximum amount of \$500 per person per accident.

There is one main requirement and that is that the injury must be a direct and immediate result of the accident involving your car.

Payment by us of these medical expenses will not affect your no claim discount and no excess will be payable by you.

### 🚗 personal accident

If you take our personal accident cover and your car is involved in an accident we will, subject to the limits described below, pay the authorised driver of your car (or you if you were driving your car) at the time of the accident:

- for his death resulting from that accident; or
- for any injury sustained by him resulting from that accident.

There are limits on what we will pay for death or injury.

These limits are the percentages described in the table below multiplied by the amount shown on your policy schedule.

<b>physical disability or death by injury</b>	<b>compensation - expressed as a percentage of the stated limit as shown on your policy schedule</b>
death	100%
total and permanent loss of all sight in: <ul style="list-style-type: none"> <li>▪ both eyes</li> <li>▪ one eye</li> </ul>	100% 50%
loss by physical severance at or above the wrist or ankle of: <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%
loss of sight together with hand or foot: <ul style="list-style-type: none"> <li>▪ total and permanent loss of sight in one eye together with the total loss by physical severance of one hand (at or above the wrist) or one foot (at or above the ankle)</li> </ul>	100%
<b>maximum amount payable in a period of insurance</b>	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 shown on your policy schedule.

Once we pay you under this personal accident optional benefit cover, we do not and will not have any further liability to the person driving your car at the time of the accident, to you, to any authorised driver or to the relevant legal personal representative of that driver, you or of any authorised driver.

There are exclusions that your DirectAsia.com car insurance does not cover under this personal accident optional benefit cover. These exclusions apply if the injury or death:

- x is caused by reasons other than the accident involving your car; or
- x occurs more than 3 calendar months after the accident; or
- x arises directly or indirectly out of intentional self injury, suicide, attempted suicide, physical or mental defect or infirmity; or
- x occurs where you (or the authorised driver) were under the influence of drugs or alcohol (whether or not below any prescribed legal limits).

Payment by us of a personal accident claim under this cover will not affect your no claim discount and no excess will be payable by you.

### **🚗 loss of use**

If you take our loss of use cover and your car is damaged in an accident that is covered by us under your DirectAsia.com car insurance policy, then provided that you claim for the repairs required to be made to your car under your policy with us we will pay you the daily rate shown in your policy schedule for the time that your car is being repaired for a maximum period of 10 days per accident.

There are limits on this cover and these are:

- o we will only pay you under this cover if you have notified us of the damage immediately it occurs so that we can send an authorised surveyor to assess the damage and certify the repair period. Our surveyor's decision is final and will not be negotiated.

- o we will pay you under this cover for the period starting on the day that your car is delivered to the workshop for repair until the day that the car is repaired.
- o as long as your car is not a total loss or is not stolen, the maximum period we will pay for is 10 days per accident up to a maximum of 20 days per policy year.
- o if your car is repaired sooner than expected then we will only pay you for the number of days it actually took to repair your car.

If your car is a total loss, we will pay you the daily rate up to the date we pay your claim up to a maximum of 30 days.

If your car is stolen, we will pay you the daily rate until your car is found and returned to you up to a maximum of 30 days.

Payment by us of a loss of use during repair claim will not affect your no claim discount and no excess will be payable by you.

### **🚗 no claim discount protection**

This no claim discount protection cover is only available to you if your current no claim discount is at 50% and you have a car insurance policy with us.

If you take our no claim discount protection cover, we will allow you to keep your current 50% no claim discount under your policy if you make no more than one claim within the term of your policy.

If you make more than one claim within the term of your policy, then your no claim discount will be affected.

Please read section 7 of these policy details for further details of your no claim discount.

### **🚗 repatriation costs**

If you take our repatriation costs cover and you are driving in the covered area and your car is immobilised or lost for more than 48 hours following an accident, breakdown or theft, we will:

- o arrange to transport you and your passengers back to Singapore up to a maximum of \$200 per person; and

- where your car is immobilised following an accident or breakdown, arrange for transport of your car back to Singapore up to a maximum cost of \$3,500.

Payment by us of a repatriation costs claim will not affect your no claim discount and no excess will be payable by you.

### **🚗 24 hour breakdown assistance**

If you take our 24 hour breakdown assistance cover and your car cannot be driven due to a breakdown, we will pay you the reasonable cost of obtaining breakdown assistance by paying the activation or call out fee for such assistance. We will also pay the cost of towing your car to the nearest repairer of your choice if the car cannot be repaired on the spot.

We do not pay for other claims, loss or damage (including the cost of repairs or for the cost of replacement parts) under this 24 hour breakdown assistance cover.

If we pay a claim under this 24 hour breakdown assistance cover, your no claim discount will not be affected and no excess will be payable by you.

## **4 > what we do not cover**

As mentioned in section 3, there are additional things that your DirectAsia.com car 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 car or claims against you, authorised drivers or passengers of your car if it was being driven by or in the control of any person, including you, who:

- x was not licensed to drive your car;
- x was not correctly or validly licensed to drive your car;
- x was not complying with the conditions of their licence to drive your car;
- 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 car; and/or
- x had a percentage of drugs in their body which in our sole opinion impaired their ability to control or drive a car.

### **how your car 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 car or claims against you, authorised drivers or passengers of your car if your car 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 4x4 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 4x4 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 car 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 goods for payment; and/or
  - x being used for any purpose in connection with the motor trade.

## general exclusions

These are general exclusions that apply to your DirectAsia.com car 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 tyre damage caused by road cuts, punctures, bursts or braking;
- x loss that occurs because you cannot use your car (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 loss or damage caused by a failure to lock or secure your car;
- x loss or damage caused by a failure to protect and secure the keys or the remote lock release mechanism for your car;
- x loss or damage caused by or by leaving your car 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 terrorism , war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, riot, affray, insurrection or military or usurped power (including loss or damage caused by looting or pillaging);
- 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 loss or damage caused by action taken by a government or public authority or any body authorised by government or a public authority to prevent, limit or remedy any actual or threatened release, pollution or contamination by chemical, biological,

- x nuclear or radioactive agents, weapons or materials;
- x loss or damage to your car while on consignment;
- x depreciation or loss of the value of your car;
- x deterioration, wear, tear, rust, erosion or other forms of corrosion;
- x aftermarket parts or accessories or non standard parts or accessories fixed to or in or on your car;
- x repairs to existing damage that was not caused by or during the accident in question;
- x mechanical, structural, electronic, electrical or other failures or breakdowns whether caused by the manufacturer or otherwise;
- x the cost of fixing faulty repairs;
- x loss or damage caused by factors beyond our control such as the unavailability of parts and accessories;
- x repairs carried out without our prior written consent unless the repair amount is within your authorisation limit;
- x personal items stolen from your car;
- x repair or replacement of a whole set (for example, wheels) where the loss or damage is to part only of that set;
- x damage to data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure;
- x loss or damage caused when driving your car after receiving medical advice that your ability (or that of any authorised driver) to drive your car is impaired by that medical condition or by the medical treatment prescribed for that condition;
- x criminal breach of trust; and/or
- x loss or damage caused by the lawful repossession or seizure of your car.

## 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.com car insurance policy, we will call each such amount your excess.

If your claim is for more than one accident or loss, each 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
<b>own damage</b>	this is the minimum amount you have to pay for each claim made by you and it applies to all claims where an excess is payable. This excess is payable in addition to any other excess. With DirectAsia.com, you also have the option to pay us a higher premium and reduce your basic excess potentially to zero.
<b>windscreen</b>	this is the amount you have to pay if you make a claim under our damage to windscreen cover and your car's windscreen or window is replaced. No windscreen excess is payable by you if your car's windscreen can be and is repaired.
<b>my workshop</b>	this is the amount you have to pay if you do not have our my workshop cover and you choose to have your car repaired at a workshop of your choice that is not a

DirectAsia.com approved workshop. The amount of this excess is \$1,500.

**declared usage** This is the amount that you have to pay if your car 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 my workshop, windscreen and declared usage excess amounts are all cumulative and are all payable in addition to the own damage excess.

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 car 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 report to us within 24 hours or by the next working day in the event your car 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.com car 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 car (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 car. You must do this even if you cannot make a claim for damage to your car or do not wish to make a claim for damage to your car under your policy.

If you are making a claim on us for damage to your car, you must write to inform us of that claim within 14 days of the accident or discovery of damage.

## 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 car unattended without taking proper precautions to prevent further loss or damage in the event of an accident;
- x drive your car after it is damaged before necessary repairs have been carried out. In such event, we will not be liable for any further damage;
- x carry out repairs to your car beyond the authorised repair limit or dispose of any damaged property before we have had the opportunity to inspect it;
- x admit fault or liability to anyone else or negotiate, pay or settle a claim with anyone else.

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

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

## repairing your car

Unless you have taken up the optional "my workshop" cover, you will be a DirectAsia.com

approved workshop exclusive user, and all repairs to or replacements of parts of your car resulting from any damage covered under your policy will be carried out at one of our approved workshops using genuine or original equipment manufacturer parts.

The list of approved workshops is shown on your policy schedule. However, as the list is subject to change, please see our website [www.DirectAsia.com](http://www.DirectAsia.com) for our latest panel of approved workshops.

If you carry out repairs on your car at any workshop other than one of our approved workshops and if you make a claim under your policy you will have to pay us an excess of \$1,500 called the my workshop excess as explained above in section 5.

You must also obtain our written consent before any repairs are carried out to your car unless you are permitted to authorise those repairs.

## who we can pay

If a claim is made by you under your policy for loss of or damage to your car, we may settle the claim with the legal owner directly if your car is owned by someone else (for example, under a hire purchase or leasing agreement or an employer's loan) and if the legal owner is named in the policy.

The acceptance by that legal owner of our payment absolves us of all further liability to you and/or to any other person in respect of such loss or damage.

## 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.com car insurance premium if no claim under your policy has been made in a previous period or previous periods of your car 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.com car insurance policy (or other insurer's policy that is acceptable to us) is as follows:

no claims for:	your no claim discount is
one year	10%
two consecutive years	20%
three consecutive years	30%
four consecutive years	40%
five or more consecutive years	50%

### reduction in your no claim discount

#### *without the optional no claim discount protection cover*

Where an accident is partly or entirely your fault, an automatic reduction in your no claim discount will apply if you have not selected our optional extra no claim discount protection cover.

Your no claim discount will be reduced as described in the table below:

- if one or more claims have been made by you during the same period of insurance; and

- where that claim or those claims resulted from accidents that were partly or entirely your fault:

<i>without the optional no claim discount protection cover</i>		
your current no claim discount	your reduced no claim discount	
	if you make 1 at fault claim	if you make 2 or more at fault claims
50%	20%	0%
40%	10%	0%
10-30%	0%	0%

#### *if you have selected the optional "no claim discount protection" cover*

If you have selected our optional extra no claim discount protection cover, provided you maintain your car insurance policy with us your 50% no claim discount will only be reduced as described in the table below:

- if one or more claims have been made by you during the same period of insurance; and
- where that claim or those claims resulted from accidents that were partly or entirely your fault:

<i>If you have selected the optional no claim discount protection cover</i>			
your current no claim discount	your reduced no claim discount		
	if you make 1 at fault claim	if you make 2 at fault claims	if you make 3 or more at fault claims
50%	50%	20%	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 car 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 by an additional 10%.

### **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 car**

Your no claim discount applies to only one car 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 car.

### **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.com car 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 car**

You have to do all of the following:

- keep your car, it's permitted and covered accessories and spare parts in good, efficient and roadworthy condition and take reasonable care to safeguard them from loss or damage;
- allow us free and full access to examine your car or any part of it and interview any of your authorised drivers;
- take all reasonable steps to safeguard your car from loss or damage;
- in the event of an accident or breakdown, your car must not be left unattended without proper precautions being taken to prevent further loss or damage;
- comply with all relevant laws in the geographical area where you are driving your car;
- comply promptly with all relevant laws, regulations and requirements of public authorities; and
- inform us immediately if:
  - there is any material change in your car or in the nature of the risk;
  - you no longer own or have an interest in your car; and/or
  - you take out any other insurance which covers your car 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 the required instalment payments are not paid and received in full by us on or before the specified due date, 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:

- o credit card type;
- o name on credit card;
- o credit card number; and
- o 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.

## refunds and reimbursements

You must pay or refund 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.com car 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.

### **cancelling your policy**

Both you and we have the right to cancel your DirectAsia.com car insurance policy at any time by giving the other 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 any premium you have paid less a pro-rated amount to cover the period when you were covered under your policy 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.

If someone else is the legal owner of your car 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.

In the event that you cancel your policy, we will require you to pay an administration fee to cover the cost of setting up your policy. You can check the current fee on our website.

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 if on or before cancellation of the policy any one or more of the following has occurred:

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

then in addition to any other of our rights, you must pay to us on demand an administration fee of \$100 (plus 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.com car 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

car 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.com car 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 can 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.com car 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.com car 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.com car 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 car.
accessories	includes audio and multimedia equipment, personal in-car computers, satellite navigation and detection systems provided they are permanently fitted to your car and have no independent power source.
amendment	means an endorsement or other authorised change to your policy.
approved workshop	means a workshop we have approved and authorised to repair your car following a claim. The approved workshops are listed in the certificate of insurance and may be changed by us from time to time.

authorised driver	means any named young and/or inexperienced driver and/or any person who is not a young and/or inexperienced driver but who has your permission to drive your car. This person must have a valid driving licence to drive your car and must not be suspended or disqualified from driving by a court of law with offence(s) which may lead to a suspension or disqualification from driving.
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 car.
covered area	means we cover you where your car 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 car is crossing the straits between Singapore and Tanjong Belungkor, Johor and the Malaysian islands offshore of West Malaysia.

DirectAsia.com / we / us / our	means Direct Asia Insurance (Singapore) Pte. Ltd.
driving experience	means the period of time that has elapsed from the date that the relevant class of driving licence was legally obtained.  <b><u>important note:</u></b>  if the relevant licence is or has been suspended or cancelled then the commencement date for the purposes of calculating the period of driving experience will commence on the date that the relevant driving licence ceases to be suspended or the date on which the licence is reissued, as the case may be.
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 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 often drives your car and who (1) is at least of the age 25 and above and (2) have at least 2 or more years of driving experience and (3) no license suspended or cancelled in the last 5 years and (4) not been refused insurance or had it terminated in the last 3 years.

market value	means the cost of replacing your car with one of the same make and model, of similar condition, specification and age as prevailing immediately before the accident.
motor trade	means a group of persons who carry on the business of distributing, selling, repairing and/or disposing of motor cars.
PARF	means preferential additional registration fee.
policyholder	means the legal and registered owner of the car described on your certificate of insurance.
you / your	means the person named as the policyholder and includes the person or persons named as the main driver and/or named drivers and all other authorised drivers.

young and/or inexperienced driver	<p>means a driver who is: (1) below the age of 30; and/or (2) has less than 2 years' driving experience (3) is related to you; and (4) is named in your policy schedule and certificate of insurance.</p> <p><b><u>Important note:</u></b></p> <p>Your policy covers only up to two young and/or inexperienced drivers who must be named in the policy schedule and/or certificate of insurance. The policy does not cover any inexperienced driver who is unnamed in the policy schedule and/or certificate of insurance or any driver who is below the age of 30 who is unnamed in the policy schedule and/or certificate of insurance.</p>
your car	means the car covered under your policy, as shown on the certificate of insurance. The policyholder must be the legal and registered owner of this car.
your policy or your DirectAsia.com car 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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