RoadPlus+ Rental Excess Insurance Policy

IMPORTANT NOTICE

1) STATEMENT Pursuant to Section 25(5) of the Insurance Act – We would remind you that you must fully and faithfully declare to us the facts you know or ought to know otherwise you may receive nothing from your Policy.
2) Please examine this Policy and its Schedule and if they do not meet your requirements, kindly return them to the office of issuance.

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **ECICS Limited** (hereinafter called "the Company") for the insurance hereinafter contained (the "Policy") and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the "Terms" of this Policy), the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

DEFINITIONS

Any word or expression which has a specific meaning will have the same meaning wherever it appears in the policy documents.

Bodywork means the metal frame of your Rental Vehicle.

Breakdown means mechanical or electrical breakdowns, failures or breakages to the Rental Vehicle.

Call Out Fee means a roadside assistance charge from a service provider to attend to a vehicle Breakdown.

Collision Damage Waiver ("CDW") means Collision or Loss Damage Waiver or similar protection offered by the Rental Company to limit Your liability for damage during the term of the rental agreement.

Geographical Area means the countries that Your Policy covers and will be shown in the Schedule.

Maximum Rental Duration means the maximum number of consecutive days of any single vehicle rental period as stated in the Schedule.

Natural Weather Events means an event caused by natural forces, including but not limited to wind, hail, fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm.

Off-road means any area that is not a sealed road. It includes, but is not limited to, tracks, rivers, tidal crossings, sand, flood waters, unformed roads, fire trails, rivers, dams, streams, rocks, beaches, creek beds, fields and paddocks.

Period of Insurance means the period of twelve (12) months commencing from the Commencement Date stated in the Schedule.

Policy Limit means the maximum aggregate amount payable by the Company under this Policy during the Period of Insurance, as stated in the Schedule.

Rental Agreement means the contract provided by a Rental Company in respect to the provision of a Rental Vehicle that contains Your signature confirming You agree to its terms.

Address: 10 Eunos Road 8, #09-04A Singapore Post Centre, Singapore 408600
Tel: 6206 5588 | **Fax**: 6338 9267 | **Website**: http://www.ecics.com
Company Registration No.: 198901301C

Rental Company means a commercial operation which is in the business of renting out vehicles and that is fully licensed, where applicable, by the regulatory authority of that country, state or local authority including online "share" or "peer to peer" websites, loan cars from a licensed mechanic or accident replacement vehicles.

Rental Excess means the amount You are legally liable to pay towards the first part of a claim under Your rental vehicle agreement and such amount is clearly stated being an excess in Your rental vehicle agreement.

Rental Vehicle refers to the cars and standard vehicles (including SUVs, wagons and 4x4s) that do not need special licenses and are not for commercial or offroad use, rented from an authorised Rental Company at the time the rental contract is entered into. Vehicles which are not Rental Vehicles include, but are not limited to, a truck/lorry, van, bus, performance, racing car or street car, motorcycle, scooter, moped, motorhome, RV, campervan.

Schedule means the document which forms part of the insurance contract between You and Us. It contains details of the Insured and give details of the level of the cover provided under this Policy.

Start date of cover means the date that Your Policy starts and will be shown in the Schedule.

Theft means a Rental Vehicle that has been stolen, to either a known or unknown location, without Your permission.

Trip means any period of travel commencing when the Insured departs from Singapore and ending upon the Insured's return to Singapore, during which a Rental Vehicle is hired and operated outside of Singapore.

Unsealed Road means a road which is not a sealed road. It includes roads that are not dressed in a hard material such as tar, bitumen or concrete.

Vandalism means a Rental Vehicle that has been damaged intentionally by someone unknown to You.

We/Us/Our/Company means ECICS Limited.

You/Your/The Insured means the person named as Insured in the Schedule.

ELIGIBILITY

Cover under this Policy is available only if all the following conditions are met at the time of purchasing this Policy and throughout the rental period:

a) The Insured must be between nineteen (19) and ninety-nine (99) years of age.
b) The Insured must be the primary renter/hirer, and the Rental Agreement must be signed by the Insured.
c) The Rental Agreement must include details of all additional drivers who are authorised to operate the Rental Vehicle.
d) The Insured and any additional driver must not have breached any term or condition of the Rental Agreement.
e) The Insured and any additional driver must hold a valid Singapore driving license and international driving permit (if required) approved and recognised by the relevant local authorities.
f) The Insured must have purchased at least the basic Collision Damage Waiver ("CDW") option offered by the Rental Company.
g) The Insured and any additional driver must take reasonable care to protect the Rental Vehicle from loss or damage and to avoid any accident, collision, or other event that may give rise to a claim.
h) Coverage is limited to one Rental Vehicle per Rental Agreement per Trip, except if Your Rental Vehicle has been replaced by the Rental Company.

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BENEFITS

The Company will reimburse the Insured for any Excess Charges or Related Fees (as defined below) that the Insured is legally liable to pay to the Rental Company up to the Policy Limit stated in the Schedule in the event of accidental loss of or damage to the Rental Vehicle occurring while the Insured is on a Trip within the Geographical Area during the Period of Insurance.

Excess Charges:

a) Excess, deductible, or similar first part of any claim in respect of loss of or damage to the Rental Vehicle.
b) Damage to the Rental Vehicle's Bodywork.
c) Theft or Vandalism of the Rental Vehicle by someone unknown to you.
d) Damage to the Rental Vehicle’s windscreens, mirrors, and lights, including external glass and lights.
e) Damage to the Rental Vehicle’s wheels and tyres including punctures, fittings, replacements, and repairs.
f) Damage to the Rental Vehicle’s underbody of the vehicle.
g) Key loss or replacement or lock out: covers call out fees, replacement of lost, damaged or stolen car keys, key programming and key delivery.
h) Damage to the Rental Vehicle caused by Natural Weather Events.

Related Fees:

a) Towing and roadside assistance fees: You are covered for towing or roadside assistance costs including Call Out Fees following physical loss or damage to or mechanical breakdown of the Rental Vehicle.
b) Administration fees or similar fees that are charged for processing damage claims (also called handling fees, carriage fees, postal fees, accident fees). This does not include fees applied by Your credit card company for processing or costs incurred for any other reason.
c) Drop off/relocation of vehicle fees: fees charged to You by the Rental Company for any drop off/relocation costs of Your Rental Vehicle if the Rental Vehicle is damaged or there’s a breakdown.
d) Loss of use/demurrage fees: includes fees charged by the Rental Company for loss of use while the Rental Vehicle is being repaired.

This Policy provides cover for multiple Trips during the Period of Insurance. However, the Company’s liability in respect of any single Trip shall be limited to the Maximum Rental Duration. In the event that a rental period exceeds the Maximum Rental Duration, cover shall only apply for up to the Maximum Rental Duration commencing from the pick up date, and no cover shall apply for any subsequent days beyond that limit.

The Company’s total liability under this Policy during the Period of Insurance shall not exceed one (1) claim and the Policy Limit stated in the Schedule, regardless of the number of Trips undertaken, claims made, or Rental Vehicles hired.

Once the Policy Limit has been exhausted or one (1) claim is made, no further claims shall be payable under this Policy for the remainder of the Period of Insurance.

GENERAL EXCLUSIONS

No benefit shall be payable under this Policy in respect of any claim arising directly or indirectly from, or in connection with, any of the following circumstances:

1. Where the Insured fails to comply with any condition of this Policy, including but not limited to the failure to purchase one of the Rental Company’s Collision Damage Waiver (CDW) or similar coverage options when required.
2. Where the Insured or any other person named on the Rental Agreement breaches any term, condition, or obligation of the Rental Agreement.
3. Where the Insured or any other driver named on the Rental Agreement contravenes any driving rule, regulation, or law in the country or jurisdiction of travel during the rental period.

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4. Where the Insured has provided false, misleading, or fraudulent information, or has engaged in any form of fraudulent conduct. In such cases, the Company reserves the right to cancel cover and recover any amount already paid under this Policy.
5. Where the Insured fails to provide documents reasonably requested by the Company during the claim assessment process, preventing the Company from verifying whether the claim falls within the scope of cover.
6. Where the Insured has paid the Rental Company in cash and cannot produce sufficient evidence of payment (acceptable evidence includes, but is not limited to, ATM withdrawal receipts, bank statements, or credit card statements).
7. Where the event giving rise to the claim occurred before this Policy was purchased.
8. Where the Policy was purchased less than one (1) hour before the commencement of the rental period, or after the Rental Vehicle has already been collected.
9. Where costs are incurred as a result of using incorrect fuel in the Rental Vehicle.
10. Where costs arise from mechanical failure caused by reckless or improper driving, or any use in violation of the Rental Agreement.
11. Where the Insured failed to notify the police or other authorities of Theft, damage, or other events when such notification was required under the Rental Agreement or local law.
12. Where the Rental Vehicle was driven Off-road or on an Unsealed Road, except where access to accommodation facilities by Unsealed Road is necessary.
13. Where the Rental Vehicle was being used for deliveries, commercial purposes, or hire and reward.
14. Where the Rental Vehicle requires a non-standard or special driver's licence for operation in the country or Geographical Area.
15. Any liability for bodily injury or death to passengers, other drivers, or third parties.
16. Any liability for damage to the property of passengers, other drivers, or third parties.
17. Where the vehicle hired does not meet the definition of a Rental Vehicle under this Policy.
18. Where the Rental Company is not appropriately licensed or authorised to rent vehicles.
19. Where the Rental Vehicle is a high-performance, sports, luxury, exotic, supercar, street, or hypercar model or vehicles that are marketed similarly.
20. Where the Insured admits being "at fault" or otherwise accepts liability in relation to an accident or collision without the Company's prior written consent.
21. Any act or omission by the Insured that compromises the Company's right to recover losses from any third party.
22. Any claim arising from or in connection with internal damage to the Rental Vehicle, including but not limited to damage to upholstery, seating, bedding, toilets, showers, electrical outlets, bilge pumps, interior lighting, appliances, or portable accessories.
23. Any claim arising from clutch damage.

Sanctions Limited and Exclusion Clause

This Policy shall not be deemed to provide cover and the Company shall not be liable to pay any claims hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.

Electronic Catastrophe Clarification Clause

Property Damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure.

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Consequently the following are excluded from this Policy:

a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programmes and any business interruption losses resulting from such loss or damage.

   The Insured shall if so required and as a condition precedent to any liability of the Company herein prove that a loss, damage or liability was not directly or indirectly occasioned by, happening through or in consequence of any of the abovementioned circumstances or causes.

War And Terrorism Exclusion (NMA 2919)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or popular uprising or usurpation of power; or
(2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Nuclear Energy Risks Exclusion Clause (Insurance) (1994) (Worldwide Excluding Usa And Canada) NMA 1975(A)

This Policy shall not apply to the following:

i. Nuclear energy risks in accordance with the Nuclear Energy Risks Exclusion Clause (NMA 1975(a)); and
ii. Any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss, save where such liability, loss, cost or expense arises under insurances or reinsurances expressly exempted from NMA 1975a in respect of which the Company has specifically granted cover.

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Company Registration No.: 198901301C

Radioactive Exclusion Clause

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
b) radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and
c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Exclusion Of The Contracts (Rights Of Third Parties) Act 2001

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

Communicable Disease Exclusion (Property)

1) Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2) As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

    a) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
    b) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
    c) The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

GENERAL CONDITIONS

1. Basic Collision Damage Waiver (CDW) coverage

In the event that you make a claim, you agree to provide documentation showing that your Rental Agreement includes CDW coverage.

2. Payment

As the Policy is a contract between the Company and You, all payments made under the Policy may be made to the Insured if he or she is alive or to the Estate of the Insured if he or she is deceased. Such payment shall constitute full release and discharge to the Company.

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3. Interest

The benefits payable are non-interest bearing.

4. Changes In Circumstances

If there is any change in circumstances during the Period of Insurance affecting the risk, You must give the Company immediate written notice and pay extra premium that the Company may require. In particular, You must notify the Company of any changes in Your country of residence. If You do not provide this information to the Company, the Company may reduce the amount payable for any claim under this Policy; or refuse to pay any claim that may arise; or cancel Your Policy from inception.

5. Cancellation of Policy

The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at the Insured's last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period this Policy has been in force or the Insured may cancel this Policy by giving seven (7) days' notice to the Company and shall be entitled to a return of the premium paid computed as follows:

$$\text{Premium Refund} = \frac{0.80 \times \text{Premium Paid} \times \text{Unexpired Period of Insurance (Days)}}{\text{Original Period of Insurance (Days)}}$$

Provided there shall be no refund if:
- any claim has been made or has arisen under this Policy; or
- the premium refund is less than $27.25 (inclusive of GST).

If this Policy is cancelled before the effective date of insurance, we will charge a minimum premium of $54.50 (inclusive of GST).

For the purpose of this clause, Original Period of Insurance includes any extension of period in the Policy.

6. Automatic Cancellation Clause

Cover under Your Policy will cancel automatically upon the full exhaustion of the Sum Insured.

7. Right of Recovery

We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment made under this Policy. You are under a duty to provide full co-operation in Our recovery action, and failure to co-operate will entitle Us to repudiate cover and to seek repayment of any sums paid to You.

8. Other Insurance

If at the time of any claim under this Policy there is any other Insurance indemnifying You for the same benefits, this Policy is not to be called upon in contribution.

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Company Registration No.: 198901301C

9. Arbitration

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be first referred for mediation by Financial Industry Disputes Resolution Centre Ltd.

If the parties are unable to reach a settlement, the dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

The seat of the arbitration shall be Singapore and the tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

10. Claims Procedure

1) Check Your Policy

Read this Policy carefully so that You are satisfied that You are covered for the claim You want to make. Read any exclusion(s) that may apply and make sure You understand them.

2) Notify Us

You are required to lodge a claim with Us within seven (7) days from the end date of the rental period.

Please indicate the Policy Number which will be shown in the Schedule when you lodge a claim. If You are not sure whether You can claim, please contact us at 6206 5588 or email us at claims@ecics.com.sg and we will be happy to help You.

3) Submit the claim

Complete the claim form and return the same to Us, duly signed as soon as possible together with all necessary supporting documentation including but not limited to:

- The additional driver and/or Your Singapore driving license.
- The Rental Agreement from the Rental Company.
- Proof of payment showing Your payment for the damage.
- Final invoice from the Rental Company showing the costs of damage.
- Invoice or report showing the repair cost for damages.
- Police report, if applicable.
- All correspondence with the Rental Company.
- Contact details of the Rental Company.
- Any other documents requested by ECICS.

Fraudulent Claims or Misleading Information

If any claim under this Policy is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this Policy, then Your right to any benefit under this Policy will end, Your cover will be cancelled with no refund of premium and We will be entitled to recover any benefit paid to You as a result of any such fraudulent or misleading claim. We may also inform the police and other insurers.

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Incidents involving another vehicle

In cases where another vehicle has been involved in an accident, and details of that vehicle and/or its driver are available, We require that information to be provided to Us during the claim process. We may also confirm with the Rental Company that they have received those details. If We pay out a claim before the completion of any investigation, We reserve the right to recover the reimbursable funds from Your Rental Company on Your behalf.

Currency

Claims will be paid in Singapore Dollars converted from the currency that was originally charged by Your Rental Company using the published nominal interbank closing rate of exchange on the date of Your payment to the Rental Company. Our claims calculation does not include international card or other fees or foreign exchange conversions applied by Your credit card issuer.

11. Payment Before Cover Warranty

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or intermediary when any one of the following acts take place:
    a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
    b) A credit or debit card transaction for the premium is approved by the issuing bank;
    c) A payment through an electronic medium including the internet is approved by the relevant party;
    d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.

2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

12. Condition Precedent

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

In respect of the risk insured by the Policy, if You have breached any premium payment term in respect of any other policy taken up in the last twelve (12) months from the time of application of the Policy, it is agreed that the Policy is not valid as if it had never been issued.

13. Free Look Period

If the Policy has been issued to You for the first time and for any reason You decide not to continue with it, You may return the Policy to the Company for cancellation, provided its return is accompanied by Your request in writing for cancellation and the return and request takes place within fourteen (14) days from the date of the receipt of the Policy.

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In such event You will be entitled to the return of the full premium paid less deduction of any underwriting expenses (if any). However, if there has been a claim or an incident likely to give rise to a claim under the Policy, no premium will be refunded.

14. Personal Data Protection

In relation to the personal data collected for this insurance Policy, the Insured agree and acknowledge that:

a) the Company may collect, use and disclose the personal data for the purposes stated in its privacy policy, which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
b) the Company will not use, disclose or process the personal data for purposes which are not stated in the privacy policy or for which the Insured's consent have not been obtained. If the Company wish to use, disclose or process the personal data for another purpose the Company will seek the Insured's prior written consent.
c) the Company may disclose the personal data for the purposes to a related corporation; subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and the Company's third party service providers and agents (acting on the Company's behalf). Those recipients may be located in or outside Singapore.
d) If the Insured have provided the Company with personal data of any individual (other than the Insured's), the Insured undertake, represent and warrant to the Company that the Insured have obtained such other individual(s)'consent for, and hereby consenton behalf of such individual(s) to, the collection, processing, use and disclosure of his/her personal data by the Company.

Subject otherwise to the terms, exclusions and conditions of this policy.

15. Customer service and complaints

a) Service

Every effort is made to provide You with a high standard of service. If You have any questions about Your Policy please call us at 6206 5588 or email us at customerservice@ecics.com.sg.

b) Complaints Management

When You first become a customer, We will explain and give You details of Our complaints procedures appearing in Our Policy or service documentation.

We will handle Your complaints in a fair and reasonable manner in accordance with the following complaint management guidelines:

- Acknowledge Your complaint within seven (7) business days.
- If We need additional information, We will contact You within seven (7) business days from the date of Your complaint.
- We will endeavour to resolve all complaint as soon as possible. If Your complaint takes longer to resolve, We will update You within fifteen (15) business days of Our last communication to You.
- We will assign a complaints officer to handle Your complaint.

16. Jurisdiction

This Policy shall be governed by the Laws of Singapore and subject to the exclusive Jurisdiction of the Republic of Singapore.

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Company Registration No.: 198901301C

17. Policy Owners' Protection Scheme

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your Policy is automatic and no further action is required from You. For more information in the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the Company or visit the GIA/LIA or SDIC websites: www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg .

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