

EQ Private Motor Car

Insurance Policy

IMPORTANT NOTICE

Please read this Policy carefully and if there are any ambiguous terms or areas of uncertainty or if it is not in accordance with your requirements, kindly contact EQ Insurance Company Limited.

This Policy, the Policy Schedule, any Endorsement and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

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INTRODUCTION

This Policy sets out the terms of the Contract agreed between the EQ Insurance Company Limited and the Insured. The Policy is written in plain English so that it can be better understood. Please read the Policy carefully as it is a legal document.

In consideration of the premium paid or will be paid to the Company and on the basis of the proposal and declaration given to the Company which shall form part of this Contract, the Company will provide the Insured with the insurance set out in this Policy during the period of insurance as stated in the Policy Schedule.

The insurance provided in this Policy will be subject to the following:

1. The terms and conditions as described in the Policy, Policy Schedule, Certificate of Insurance and any Endorsements attached to the Policy; and
2. The payment of the premium as specified in the Policy Schedule.

DEFINITIONS

In the context of this Policy, the following terms have the following meanings:

You / Your	The Insured named in the Policy Schedule
Your Vehicle	The motor vehicle as stated in the Policy Schedule
We / Us	The EQ Insurance Company Limited
Policy	The Policy, the Policy Schedule, Certificate of Insurance and any endorsement
Authorised Drivers	Any person holding a valid and relevant class of driving license and given permission by the Insured to drive the motor vehicle
Authorised Repairers	The list of repairers attached to the Certificate of Insurance and may be changed by the Company from time to time
Constructive Total Loss	At the time of loss or damage of your vehicle, the costs of repairs exceed the prevailing market value less the salvage value of the vehicle

INTERPRETATION

The Policy, Endorsements, Policy Schedule and Certificate of Insurance are to be read together as one Contract. Any word or expression which has a specific meaning has the same meaning whenever that word or expression is used in the Policy, Endorsements, Policy Schedule or Certificate of Insurance.

SECTION 1 – INSURANCE ON YOUR VEHICLE

What is Covered?

1. Loss of or Damage to Your Vehicle

- a) If your vehicle and its accessories and spare parts are accidentally lost or damaged as a result of:
 - i) accidental collision or overturning;
 - ii) contact with falling objects, fire, external explosion, self ignition, lightning, burglary, house-breaking or theft or malicious act,
 - iii) whilst in transit (including the processes of loading and unloading incidental to such transit) by
 - (1) road rail inland waterway lift or elevator,
 - (2) direct sea route across the straits between the island of Penang and the mainland or across the Straits between Changi Point Singapore and Tanjung Belungkor Johor

We may at our option:

- i) pay in cash the amount of the loss or damage ; or
 - ii) repair, reinstate or replace your vehicle or any part of your vehicle or any accessory or spare part lost, damaged or stolen.
- b) This section only covers accessories and spare parts that are fitted as standard equipment without charge by the car manufacturer or distributor at the time of the purchase of your vehicle. The accessories and spare parts must be on your vehicle at the time of the loss, damage or theft.
- c) The maximum amount we pay is no more than the prevailing market value of your vehicle at the time of loss or damage.

2. Insurance with COE and PARF

If your vehicle is insured with a Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF) value and in the event of a total loss or constructive total loss of your vehicle, we will pay you the prevailing market value of your vehicle,

including the residual COE value and the PARF value at the time of loss or damage. In any event, the maximum amount we pay is no more than your estimate of the market value if stated in the Policy Schedule.

3. Insurance without COE and PARF

If your vehicle is insured without COE / PARF value and in the event of total loss or constructive total loss of your vehicle, we will pay you the prevailing market value of your vehicle less the residual value of the COE and PARF value at the time of the loss or damage. You will be responsible for the application and subsequent disposal of the COE / PARF Refund Certificate received from the relevant authorities and you will bear any financial loss which arises as a result of your vehicle being insured without COE / PARF value.

4. Protection and Removal after Accident

If your vehicle is disabled as a result of loss or damage covered under this Section, we will pay the reasonable costs of protecting and removing your vehicle to the nearest repairer up to the limit of S\$500. We reserve the right however to arrange for the damaged vehicle to be repaired at another workshop.

5. Authority to Repair

If your vehicle is damaged and the damage is covered under this Section, you may authorised repairs to your vehicle but only if:

- a) the estimated cost of the repair does not exceed S\$500; and
- b) you send us a detailed estimate of the cost of repair as soon as possible.

What is not Covered?

1. We will not be liable for any:

- a) loss of use or any other consequential loss;
- b) repairs carried out by any repairer other than our Authorised Repairers;
- c) depreciation;
- d) wear and tear, mechanical or electrical breakdown, failures or breakages;
- e) damage to your vehicle caused by overloading or strain; or
- f) damage to tyres unless your vehicle is damaged at the same time.

2. We will not pay for the Excess inclusive of GST if applicable and specified in the Policy Schedule or the Certificate of Insurance. You will have to pay the Excess for every claim made against us under this Section

If we have made any payment under this Section which includes this Excess, you have to refund us the amount of the Excess.

This Excess is in addition to any other excess applicable under this Policy.

This Excess shall not apply to loss or damage to your vehicle caused by fire, external explosion, self-ignition, burglary, lightning, housebreaking or theft if it is stated to be applicable in the Policy Schedule or the Certificate of Insurance.

SECTION 2 – LIABILITY TO THIRD PARTIES

What is covered?

1. Cover for You

We will pay the amount (including all costs and expenses) which you are legally liable to pay to others in compensation for:

- a) death or bodily injury to any person; or
- b) damage to property up to S\$5,000,000 for any one claim or series of claims arising out of one event;

as a result of an accident arising out of the use of your vehicle.

2. Cover to Authorised Drivers

We will also give the same cover against legal liability as we give you under this Section to any Authorised Drivers driving your vehicle at the time of the accident but only if the Authorised Drivers:

- are not entitled to cover under any other insurance policy; and
- comply with and are subject to each term and condition of this Policy in so far as it applies to them as though they were the Insured.

In the event of your death, this cover continues to apply to any member of your family, paid driver or other person driving your vehicle if they had your permission to drive it during your lifetime and they have a valid licence to drive in Singapore and are not under suspension or disqualification from driving.

3. Cover for Legal Personal Representatives

If anyone who has incurred legal liability and is covered for it under this Section dies, we cover the person's legal personal representatives to the same extent if someone claims against them for that legal liability, but only if the representatives comply with and are subject to each term and condition of this Policy in so far as it applies to them as though they were the insured.

4. Expenses

We will pay all costs and expenses incurred with our prior written consent in connection with any claim under this Section.

5. Limits of Liability

If more than one person is entitled to cover under this Section arising out of one accident, the limits of liability shall apply to the aggregate amount of cover to all such persons. We shall apply the cover to you in priority over the other person(s) entitled to cover under this Section.

6. Representation and Defence

We may at our own option:

- arrange for legal representation at any inquest or official inquiry;
- undertake the defence of any proceedings in any court of law for an act or alleged offence relating to any event covered under this Section.

What is not covered?

1. We will not be liable for any:

- death of or bodily injury to any person in the employment of the Insured named in the Policy Schedule, and/or in the employment of the Authorised Driver, and the death or bodily injury arose out of and in the course of such employment;
- loss or damage to your Vehicle or any property belonging to, or held in trust by, or is in the custody or control of anyone covered under this Section or any member of that person's household, which is being carried by your Vehicle;
- damage to any bridge, viaduct, road or anything beneath, caused by vibration or by the weight of your Vehicle or of the load carried by your Vehicle; or
- compensation for damages, interests or legal costs for any judgements which had not in the first instance been delivered or obtained from a court of competent jurisdiction within West Malaysia or the Republic of Singapore.

SECTION 3 - MEDICAL EXPENSES

1. What is covered?

We will pay the reasonable medical expenses incurred by you, any authorised drivers or any passenger in your Vehicle as a result of an accident directly involving your Vehicle. The maximum amount we shall pay is S\$300 for each person.

SECTION 4 - PERSONAL ACCIDENT BENEFITS

1. What is covered?

We will pay you or your legal personal representative compensation for death or bodily injury set out in the Scale of Compensation below suffered by you as a result of an accident involving your Vehicle or when you were getting into or out of or travelling in any other private motor vehicle but only if:

- death or bodily injury is caused by violent, accidental, external and visible means and be independent of any other cause (except associated medical and surgical treatment);
- death or bodily injury occurs within 3 calendar months of the accident;
- death or bodily injury does not arise directly or indirectly out of intentional self injury, suicide or attempted suicide, physical defect or infirmity;
- the accident must not have happened when you are under the influence of intoxicating liquor or drugs; and
- you must also be between 16 and 65 years of age at the time of the injury.

We will only pay for one of the items under 1) to 6) under the Scale of Compensation below, suffered in the same accident. We will pay the item that offers the highest benefit. The maximum amount we will pay in total during the period of insurance is no more than S\$50,000.

If you hold more than one motor insurance policy with us, compensation is payable under one policy only.

Scale of Compensation		
1	Death	S\$50,000
2	Total and irrecoverable loss of all sights in both eyes	S\$50,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	S\$50,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$50,000
5	Total and irrecoverable loss of all sight in one eye	S\$25,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or foot	S\$25,000

SECTION 5 - WHEN ARE YOU COVERED

(APPLICABLE TO WHOLE POLICY)

1. Geographical Area

This Policy provides cover only when your Vehicle is:

- in the Republic of Singapore, West Malaysia and that part of Thailand within 80.5 km of the border between Thailand and West Malaysia;
- in transit by sea during direct sea route across:
 - the straits between the island of Penang and mainland West Malaysia;
 - the straits between Changi Point, Singapore and Tanjong Berlungkor, Johor

2. Limitations as to Use

This Policy provides cover only when your Vehicle is being used:

- for social, domestic and pleasure purposes; or
- in connection with your business as described in the Policy Schedule.

This Policy does not cover use of your Vehicle:

- for hire or reward;
- for racing, pace making, reliability trial or speed testing.

GENERAL EXCLUSIONS
(APPLICABLE TO WHOLE POLICY)

1. Geographical Limits and Limitations as to Use

We will not be liable for any accident, loss, damage, injury or liability caused, sustained or incurred:

- a) outside the Geographical Area
- b) when your Vehicle is being:
 - i) used outside the Limitations as to Use;
 - ii) driven by any person who is not an Authorised Driver; or
 - iii) driven by any person under the influence of intoxicating liquor or drugs.
 - iv) driven when it is not registered under the Road Traffic Act (Cap 276) 1970 or when its registration under the Road Traffic Act (Cap 276) 1970 has been cancelled
 - v) used or driven with modifications that have not been approved by the Registrar of Vehicles in accordance with the Road Traffic (Motor Vehicles, Registration and Licensing) Rules or by any relevant regulatory authority.

Any conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act (Chapter 276) and / or any legislation or laws prohibiting the abuse of drugs shall be conclusive evidence for General Exclusion 1 b) iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy.

2. War and Terrorism

- a) We will not be liable for any accident, loss, damage, injury or liability directly or indirectly caused or contributed to by:
 - ii) war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or popular uprising or usurpation of power; or
 - iii) any act of terrorism, regardless if any other cause or event contributes concurrently or in any other sequence to the loss.
- b) An act of terrorism means an act, including but not limited to the use of force or violence and / or the threat of force and violence, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government 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.
- c) We will also not be liable for any loss, damage, injury or liability whether directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- d) If we allege that by reason of any of these exclusions, any loss, damage, injury or liability is not covered by this Policy, the burden of proving the contrary shall be on you.

3. Strike, Detention, Acts of God, etc

- a) We will not be liable for any accident, loss, damage, injury or liability directly or indirectly caused or contributed to by:
 - i) strike, riot or civil commotion;
 - ii) detention, seizure, confiscation or any attempts to do so; or
 - iii) acts of God such as flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature or by any consequences of any of the occurrences mentioned.
- b) If we allege that by reason of any of these exclusions, any loss, damage, injury or liability is not covered by this Policy, the burden of proving the contrary shall be on you.

4. Liability and Waivers by Agreement

This Policy does not cover:

- a) any liability taken on by Agreement made between you and any other party; or
- b) any sum which you would have been entitled to recover but for an Agreement made between you and any other party.

5. Nuclear Risks

We will not be liable for any accident, loss, damage, injury or liability directly or indirectly caused by or contributed to or arising from:

- a) ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, including any self sustaining process of nuclear fission; or
- b) any nuclear weapons material.

6. Exclusion of Third Party Rights

A person who is not a party to this contract of insurance shall have no rights under the Contracts (Rights of Third Parties) Act 2002 Revised and any subsequent revisions of the Act to enforce any of its terms.

7. IT Clarification

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 programs that is caused by a deletion, a corruption or a deformation of the original structure.

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 programs 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 an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

GENERAL CONDITIONS
(APPLICABLE TO WHOLE POLICY)

1. Conditions Precedent to our Liability

The due observance and fulfillment of the Terms and Conditions of this Policy insofar as they relate to anything to be done or not to be done by you or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy. The validity of this Policy is subject to the condition precedent that:

- a) for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
 - b) if the named insured has declared that he / she has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy;
- and

- ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

2. Duty of Disclosure and Compliance

You must tell us all the facts you know or ought to know which may affect our decision on whether to insure you and on what terms. You must also inform us immediately if any of the information you have given us changes or is no longer accurate. Otherwise you may not receive any benefits under this Policy on any claim and / or we may cancel the Policy.

If two or more persons are named as the Insured in the Policy, each of them is responsible both individually and together for:

- a) the completeness and accuracy of the information in all proposal and declaration forms, statements, claims or documents given by any one of them to us; and
- b) compliance with the terms and conditions of this Policy.

3. Written Notice

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

4. Care of Your Vehicle

You must maintain your Vehicle in an efficient and roadworthy condition. We shall at all times have free and full access to examine your Vehicle or any part of it and interview any of your Authorised Drivers. You must take all reasonable steps to safeguard your Vehicle from loss or damage.

In the event of an accident or breakdown, your Vehicle must not be left unattended without proper precautions being taken to prevent further loss or damage. If your Vehicle is driven before the necessary repairs are made, any extension of the damage or any further damage caused to your Vehicle will be excluded from the scope of cover under this Policy.

5. Notification of Accidents

- a) In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
- b) In case of theft or other criminal act which may give rise to a claim under this policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company in securing the conviction of the offender.
- c) Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and / or occurrence.

This condition in its entirety is a condition precedent to liability and failure to comply with any of the above requirements in respect of any accident and / or occurrence will result in the Insured being denied indemnity under both Section 1 and Section 2 of the Policy in respect of that particular accident and / or occurrence. Notwithstanding the No Claim Discount provisions set out herein, failure to comply with this condition precedent will additionally result in the insured losing all or part of his No Claim Discount as set out below.

Current	Upon Renewal
50%	40%
40%	30%
30%	20%
20%	10%
10%	0%

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

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

Accident NCD	Refers to the loss of percentage of No Claim Discount entitlement as a result of claims arising from an accident.
Non-Reporting NCD	Refers to the loss of percentage of No Claim Discount as a result of not reporting or late reporting of an accident as set out under the Policy

6. Claims Procedure

- a) No admission, offer, promise or payment shall be made by or on behalf of the insured or any person claiming to be indemnified without us giving our consent and we shall be entitled if we so desires to take over and conduct in the name of the insured or such person the defence or settlement of any claim, or to prosecute in the name of the insured or such person for our own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the full settlement of any claim. The insured accepts that we have these rights and that to evaluate and exercise these rights, the insured and any person claiming to be indemnified must assist us by:-

providing all such information and assistance as we may require;

allowing us the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. We have this right whether or not the insured is entitled or intends to claim an indemnity under this Policy for the damage to the Motor Vehicle insured.

- b) In case damage to the Motor Vehicle insured is indemnifiable by this Policy the insured shall decide whether or not to claim for such damage under this Policy and if so claiming, shall submit such a claim to us within fourteen days of occurrence or discovery of damage. The quoted cost of repair is subject to adjustment by us before any repair may commence if it exceeds S\$500/- in total.

7. Conduct of Proceedings

We are entitled at our option to:

- a) take over and conduct in your name or the name of any other person claiming for cover under this Policy, the defence or settlement of any claim against you or such person;
- b) pursue in your name or the name of such person for our benefit any claim for loss or damage against any person responsible for the loss or damage.

Any one claiming for cover under this Policy shall give us all information and assistance as we may require.

We shall have full discretion in the conduct of any proceedings and / or how a claim is settled.

8. Claims Payment under Section 2 - 1(b)

Once we have paid up to S\$5,000,000 for property damage under Section 2 1b) of the Policy, we are not obliged to continue to conduct the defence, proceedings or settlement of a claim made against you by any other person. If we decide to give up the conduct of the defence, settlement or proceedings, we will not be responsible for any further damages, losses, costs or expenses incurred by you or by any person as a result of our decision.

9. Cancellation

Either you or we may cancel this Policy at any time by giving each other 7 days' notice in writing by registered post to the last known address of the other. We will refund 80% of the premium to you less a pro-rated amount to cover the period when you were covered under this Policy.

You have to return the original Certificate of Insurance as required by law when this Policy is cancelled.

No refund will be payable if on or before cancellation of this Policy:

- a) a claim including windscreen damage claim has arisen
- b) the Certificate of Insurance has not been returned; or
- c) premium due has not been promptly paid.

10. Other Insurance

If you make a valid claim under this Policy, we are liable to contribute only a pro-rata amount if you have other insurance covering the same damage or loss or liability.

The Policy does not provide cover for any other persons if they have cover under any other insurance policy.

11. Arbitration

All differences arising out of this Policy shall be referred to arbitration by a single arbitrator to be appointed by the parties in writing. If the parties 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). Arbitration shall be in Singapore under the SIAC rules. The making of an award shall be a condition precedent to any right of action against us.

12. Rejection / Forfeiture of your Claim

If we reject liability for any claim made under this Policy and it is not referred to arbitration with 12 calendar months from the date of our rejection, then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable under this Policy.

13. Governing Laws and Jurisdiction

This Policy is governed by the laws of Singapore.

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

14. Avoidance of Certain Terms and Right of Recovery

You must repay us all amounts, if we are not liable to pay under this Policy but are obliged to pay under the following Acts or Agreements:

- a) the Motor Vehicles (Third Party Risks and Compensation) Act of Singapore; or
- b) the Road Traffic Act 1987 of Malaysia; or
- c) the Agreement between the Minister of Finance (Singapore) and the Motor Insurers Bureau of Singapore dated 22 February 1975; or
- d) the Agreement between the Minister of Transport (Malaysia) and the Motor Insurers Bureau of West Malaysia dated 15 January 1968; or
- e) any subsequent revisions to the above Acts and Agreements.

15. No Claim Discount (NCD)

- a) Reduction in Premium

If no claim has been made on this Policy, we will reduce your renewal premium as follows:

No Claim for	No Claim Discount
One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five or more consecutive years	50%

- b) Reduction in No Claim Discount

However, your No Claim Discount shall be reduced if one or more claims have been made during a Period of Insurance as follows:

Current No Claim Discount	Reduced No Claim Discount	
	If 1 claim made	If 2 or more claims made
50%	20%	0%
40%	10%	0%
10-30%	0%	0%

- c) Transfer of Interest

If we consent to a transfer of your interest in this Policy to another person, your No Claim Discount will not be transferred to the other person.

If more than one Vehicle is described in the Policy Schedule, the No Claim Discount will be applied as if a separate policy had been issued for each Vehicle.

16. NCD Declaration

Upon notification by us, you shall promptly pay any difference in the premium arising from the No Claim Discount declared by you and the No Claim Discount properly applicable. If you do not make payment on the expiry of the notice, the Policy shall cease to be in force.

If no notice is given by us, your period of insurance will be reduced to correspond to the premium actually paid by you.

If after that period of cover, you incur any liability to any third party which we may be required to pay by law or under the Agreements as stated in General Condition 13, you shall pay us the amount paid by us.

17. Parallel Import Models

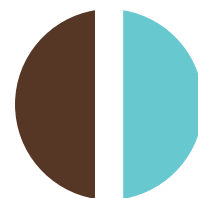
In the event of loss or damage to the Vehicle and its accessories, we shall not be liable to pay for any air-freight charges or any other costs arising out of the delay in the repairs as a result of unavailability of the spare parts for Parallel Imported Vehicles.

18. Legislation

Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189); Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960; Road Transport Act, 1987; Motor Vehicles (Third- Party Risks) Rules, 1959.

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 on 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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reg no. 1978-00490-N