

Autopass Additional Terms

1. Definitions and Interpretation

1.1. In these Additional Terms, the following definitions shall apply unless the context requires otherwise:

“**Additional Terms**” refers to this Autopass Additional Terms.

“**Autopass Card**” refers to a “vehicle entry card” as defined in the Road Traffic (International Circulation) Rules.

“**Card Cost**” means the monetary value paid to acquire the Autopass Card, not inclusive of the Stored Value.

“**ERP**” is the abbreviation for Electronic Road Pricing.

“**LTA**” refers to the Land Transport Authority of Singapore, a statutory board established under the Land Transport Authority of Singapore Act 1995 or its successors.

“**NETS**” refers to the Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 351 Braddell Road, #01-03, Singapore 579713.

“**Relevant Vehicle**” means the vehicle in respect of which the Autopass Card is issued.

“**Stored Value**” means the monetary value paid in advance and credited in respect of a specific Autopass Card.

“**Uncollected Autopass Card**” refers to any Autopass Card that has been made available for collection and that is not collected by the end of the collection period indicated in LTA’s email notifying the applicant of LTA’s approval of his / her Autopass Card application (“**LTA’s approval email**”).

“**Vehicle Entry Permit**”, in relation to a motor vehicle, means a permit granted to a person under rule 19, 20 or 20A of the Road Traffic (International Circulation) Rules to bring the motor vehicle into Singapore.

“**Vehicle Entry Fee**” for a motor vehicle refers to the fee payable for the Vehicle Entry Permit granted in respect of that motor vehicle and as set out under rule 20E of the Road Traffic (International Circulation) Rules.

“**We**”, “**us**” and “**our**” refers to LTA, and the words “**you**” and “**your**” refers to the applicant of the Autopass Card.

2. Application for and Use of the Autopass Card

- 2.1. You shall be liable for all fees and charges incurred in respect of the vehicle in relation to any trip(s) using the Autopass Card.
- 2.2. You shall activate the Autopass Card at the point of collection and before use at Woodlands or Tuas Checkpoint, in accordance with the instructions in LTA's approval email.
- 2.3. You shall fully insert the Autopass Card for the vehicle into the card reader to register the vehicle's entry and exit at Woodlands or Tuas Checkpoint, regardless of whether the barrier is lifted and/or removed, whether any Vehicle Entry Fee is chargeable and/or any charge or fee is applicable to the vehicle.
- 2.4. You must ensure that there is sufficient Stored Value in respect of the issued Autopass Card to make payment for all applicable Vehicle Entry Fees, reciprocal road charge, toll charges, ERP charges and any other fees and charges incurred in respect of the keeping and use of the Relevant Vehicle.
- 2.5. Subject to Clause 2.3 and any other applicable laws, the Vehicle Entry Fees shall be payable for vehicle trips where no valid entry has been registered with LTA at any point of entry. The records kept by LTA shall be conclusive evidence of whether a valid entry has been made and/or registered.
- 2.6. You shall not use the Relevant Vehicle granted with Vehicle Entry Permit and Autopass Card for any private hire, hire and reward, passenger transport, rental or commercial purposes in Singapore.
- 2.7. You shall comply with all notices, orders, guidelines, rules and instructions pertaining to the use of the Autopass Card that may be issued by LTA from time to time and published on LTA's OneMotoring website, and all applicable laws and regulations relating to the Autopass Card.
- 2.8. You acknowledge that the Autopass Card is also a NETS CashCard and NETS FlashPay, and your use of the NETS CashCard or NETS FlashPay facilities (as the case may be) is subject to applicable terms and conditions which are set out on the NETS's website.

3. Non-transferability of the Autopass Card

- 3.1. The Autopass Card is applied for and issued only in respect of the vehicle that is the subject of the application (as identified by its registration number) and is strictly non-transferrable to any other vehicle.

4. Refund of Stored Value in the Autopass Card

- 4.1. Subject to Clause 4.4, an application for a refund of the Stored Value in respect of the Autopass Card shall be made in accordance with prevailing procedures set by LTA, and LTA reserves the right to decline an application for refund and shall not be liable if any contractor appointed by LTA to process such a refund application declines to do so if that application does not comply with the prevailing procedures.
- 4.2. Any refund of the Stored Value shall be limited to the residual value stored in the card after deducting: (a) any outstanding fees and charges owed to LTA; and (b) any other deductible amount relating to or arising from the applicable terms relating to NETS CashCard and NETS FlashPay facilities. For the avoidance of doubt, the Stored Value does not comprise any costs relating to the application for the Autopass Card, which are strictly non-refundable.
- 4.3. LTA reserves the right to seek payment of any outstanding fees and charges from any person from whom such fees and charges are due, after the refund of the Stored Value in the Autopass Card has been processed and regardless of whether the Stored Value was refunded to that person or to any other person.
- 4.4. LTA will not refund the Stored Value of:
 - (a) any Uncollected Autopass Card;
 - (b) any Autopass Card where the online application for the said Autopass Card is withdrawn more than 48 hours after the application is submitted;
 - (c) any Autopass Card that is not presented to LTA by the applicant at the point an application for a refund of the Stored Value is made in respect of that Autopass Card in accordance with prevailing procedures set by LTA; or
 - (d) any Autopass Card where payment has been made for the unsuccessful Autopass Card application, except when –
 - (i) LTA’s attempt to refund to the source of fund used to make the payment during the application is successful; or
 - (ii) if LTA’s attempt mentioned at Clause 4.4(d)(i) is unsuccessful, a refund request is submitted to LTA in accordance with prevailing procedures (including mode of submission) set by LTA, within 1 year from and including the date of LTA’s email notifying the applicant of his/her unsuccessful Autopass Card application.

5. Refund of Card Cost

- 5.1. LTA will not refund the Card Cost or any other costs relating to the application for the Autopass Card, each of which is strictly non-refundable, except the Card Cost when payment has been made for:
 - (a) any Autopass Card where the online application for the said Autopass Card is withdrawn within 48 hours after the application is submitted and before the application is approved; or

(b) any unsuccessful Autopass Card application and –

- (i) LTA's attempt to refund to the source of fund used to make the payment during the application is successful; or
- (ii) if LTA's attempt mentioned at Clause 5.1(b)(i) is unsuccessful, a refund request is submitted to LTA in accordance with prevailing procedures (including mode of submission) set by LTA, within 1 year from and including the date of LTA's email notifying the applicant of his/her unsuccessful Autopass Card application.

5.2. In the event that LTA discontinues the Autopass Card or its usage, the Card Cost will not be refunded in any situation including where the Autopass Card has not been used or collected.

6. Replacement of Autopass Card

6.1. LTA shall not be liable for replacing a defective Autopass Card after the first successful transaction or payment has been made on the card.

7. Verification of particulars of Autopass Card Holder

7.1. As and when requested by LTA or its authorised officers, you may be required to and shall submit to LTA your vehicle's certificate of insurance, vehicle registration certificate and such other documents and information that LTA may require for verification purposes, through such means and in such format as may be specified by LTA.

8. Loss or Theft of Autopass Card

8.1. In the event the Autopass Card is lost or stolen, you must make a police report in the country in which the Autopass Card was lost or stolen and provide a copy of the police report and an English translation of the police report (if the police report is not in English) to LTA as soon as possible.

8.2. You must ensure that the vehicle registration number of the Relevant Vehicle and/or the 16-digit Autopass CAN number is/are reflected in the police report.

8.3. Upon receiving your notification under Clause 8.1, LTA will proceed to deactivate the lost or stolen card, and the lost or stolen card can no longer be used to pay any vehicle entry fees, reciprocal road charges, toll charges and ERP fees (as the case may be) incurred by the Relevant Vehicle, even if the card is subsequently found. You must apply for a replacement Autopass Card if your vehicle is still in Singapore, or if you intend to bring your vehicle into Singapore.

8.4. You shall remain liable to LTA for any outstanding fees and charges that have been incurred prior to you reporting the loss of the Autopass Card to LTA.

9. Exclusion of Liability

9.1. LTA shall not be liable whether or not arising out of the negligence of its respective officers, employees or agents, for any losses, damages, expenses, claims, liability and costs, including but not limited to losses, damages, expenses, claims, liability and costs that you may incur or suffer in connection with:

- (a) the issuance and use of the Autopass Card;
- (b) any period when any equipment, software or system is unavailable for processing (i) any crediting of Stored Value in respect of the Autopass Card and/or (ii) any refund of the Stored Value of the Autopass Card; or
- (c) any period where any equipment, software or system is unavailable for processing any refund of the fee paid in respect of the application for the Autopass Card when the said application is rejected.