

## Fire Policy

In consideration of the Insured named in the Schedule hereto paying to **Etiqa Insurance Pte. Ltd.** (hereinafter called "the Company") the Premium mentioned in the Schedule.

**The Company agrees** subject to the Terms and Conditions contained herein or endorsed hereon that if after payment of the Premium the Property Insured described in the said Schedule or any part of such Property Insured be destroyed or damaged by Fire or Lightning whether accompanied by Fire or not at any time during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal of this Policy, the Company will pay or make good to the Insured the value of the Property Insured at the time of the happening of its destruction or the amount of such damage.

**Provided that** the liability of the Company shall in no case exceed in respect of each item the sum stated in the schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

**Provided always** that the due observance and fulfilment of the Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**The Conditions And Stipulations Referred To In This Policy Are As Follows:**

**MISDESCRIPTION**

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

**RECEIPTS**

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

**INSURANCE WITH OTHER COMPANIES**

3. The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

**FALLEN BUILDINGS**

4. All insurances under this Policy
  - (1) on any building or part of the building;
  - (2) on any property contained in any building;
  - (3) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building; shall cease immediately upon any fall or displacement
    - (a) of such building or any part thereof;
    - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof of any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

**RISKS NOT COVERED**

5. (i) This insurance does not cover
  - (a) Loss by theft during or after the occurrence of fire;
  - (b) Loss or damage to property occasioned by its own fermentation natural heating or spontaneous combustion [except as may be provided in accordance with Condition 7(f)], or by its undergoing any heating or drying process;
  - (c) Loss or damage occasioned by or through or in consequence of
    - (1) the burning of property by order of any public authority;
    - (2) subterranean fire;

- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
  - (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 5(ii) only, combustion shall include any self-sustaining process of nuclear fission.
6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences, namely:
- (a) Earthquake, volcanic eruption or other convulsion of nature;
  - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance;
  - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - (d) Mutiny, riot, terrorism, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

**RISKS NOT COVERED UNLESS EXPRESSLY INCLUDED**

7. Unless otherwise expressly stated in this Policy this insurance does not cover
- (a) Goods held in trust or on commission;
  - (b) Bullion or unset precious stones;
  - (c) Any curiosity or work of art for any amount exceeding S\$200.00;
  - (d) Manuscripts, plans, drawings or design, patterns, models or moulds;
  - (e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books or computer systems records;
  - (f) Coal, against loss or damage occasioned by its own spontaneous combustion;
  - (g) Explosives;
  - (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy;
  - (i) Any loss or damage occasioned by or through in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the cleaning of lands by fire.

**ALTERATIONS AND REMOVALS**

8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:
- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire;
  - (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days;
  - (c) If the Property Insured be removed to any building or place other than that in which it is herein stated to be insured;
  - (d) If the interest in the Property Insured pass from the Insured otherwise than by will or operation of law.

**MARINE CLAUSE**

9. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

**CANCELLATION OF THE INSURANCE**

10. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Company by sending seven days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

However, for either of the events mentioned above, we will not refund any premium if:

- 1. You have reported a claim; or
- 2. We have paid a claim; or
- 3. You have an outstanding liability under Your Policy during the Period of Insurance.

#### **OCCURRENCE OF A FIRE**

11. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf deliver to the Company

- (a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind;
- (b) particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Conditions have been complied with.

#### **RIGHTS OF COMPANY re SALVAGE**

12. On the happening of any loss or damage to any of the Property Insured by this Policy, the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened;
- (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage;
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy, or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

#### **FORFEITURE**

13. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition 18 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

#### **REINSTATEMENT**

14. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof instead of paying the amount of the loss or damage, or may join with any other company or insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any legislation, subsidiary legislation, rules and regulations and any amendment thereto in force affecting the alignment of streets, or the construction of buildings, or the use of the land, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

#### **SUBROGATION OF RIGHTS**

15. The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

#### **CONTRIBUTION CLAUSE**

16. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than rateable proportion of such loss or damage.

#### **AVERAGE**

17. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

#### **ARBITRATION**

18. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.

Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Unless any such action or suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

#### **TIME LIMIT FOR COMPANY'S LIABILITY**

19. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

#### **NOTICES**

20. Every notice and other communication to the Company required by these Conditions must be written or printed.

### **Warranties / Clauses Attaching To And Forming Part Of This Policy:**

#### **ACQUISITION WARRANTY**

Warranted that the insured situation is not under any notice of acquisition by the relevant government authority and/or the landlord during the entire currency of this Policy.

#### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

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

#### **IT CLARIFICATION CLAUSE**

Property damage covered under this Agreement 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 Agreement:

- 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 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.

#### **PAIR AND/OR SET CLAUSE**

Where any insured item consists of articles in a pair or in a set, the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as a part of such pair or set, nor more than a proportionate part of the insured value of the pair or set. This applies to contents only.

#### **TERRORISM EXCLUSION ENDORSEMENT**

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

For the purpose of this endorsement 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 organisation(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 endorsement 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 any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Y2K – ELECTRONIC DATE EXCLUSION

The insurance does not cover any loss or damage directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data processing or media, microchip, embedded chip, integrated circuit or similar device, or firmware or any computer software, whether the property of the Insured or not, occurring at any time to:

- (i) correctly recognize any date as its true calendar date
- (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

but this shall not exclude subsequent loss or damage not otherwise excluded, which itself results from a Defined Peril.

The words "Defined Peril" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot and strike, malicious damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal where such loss or damage is insured by the Policy.

## CYBER LOSS ABSOLUTE EXCLUSION CLAUSE

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by :
  - 2.1 the use or operation of any Computer System or Computer Network;
  - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

## The Following Warranties/Clauses/Extensions Apply Only When Specified In The Schedule:

### WARRANTY 2

Warranted that during of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

### WARRANTY 4

Warranted that during the currency of this Policy the building insured by (item No. as mentioned in the Schedule of) this Policy is detached by at least (No. of feet as mentioned in the Schedule) on all sides from any other building (excluding small outhouses).

### WARRANTY 6A

Warranted that none of the goods mentioned in the list of hazardous goods annexed hereto shall at any time during the currency of this Policy be in or upon the within mentioned premises, but allowing the storage of such hazardous goods including liquid paints to the extent of 1% only of the total value of stocks, such quality of hazardous goods not to include more than 6 gallons of petrol or other liquid giving off inflammable vapour flashing below 100°F/38°C or more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers.

The following Goods are deemed to be hazardous:

Acetylene (Liquid)  
Bamboo Mats  
Benzine  
Benzoline  
Bi-Sulphide of Carbon  
Blacks of all kinds (except as provided for in the footnote (b) )  
Brimstone  
Calcium Carbide  
Camphine  
Camphor  
Candles  
Cartridges  
Celluloid and Xylonite and other similar substances Charcoal  
(powdered)  
Chlorate of Soda  
Coconut Oil  
Codilla  
Coir and Coir Yarn  
Cordite  
Cotton (whether in fully pressed bales or otherwise)  
Copra including copra cake and copra meal  
Crackers  
Explosives of all kinds  
Fats  
Fireworks

Fulminating Powder  
 Ghee  
 Grasses of all kinds  
 Gunny Bags other than in fully pressed bales (see footnote (a))  
 Gunpowder  
 Hay  
 Hemp  
 Hessians other than in bales  
 Jutes (in fully pressed bales or otherwise)  
 Kapok (whether in fully pressed bales or otherwise)  
 Kerosene  
 Lime, unslaked  
 Matches of all kinds  
 Mungo  
 Naphtha  
 Naphthalene  
 Nitrate of Soda  
 Nitro-Glycerine  
 Oils of all kinds (other than vegetable or essentials oils packed in bottles in cases, or tins in cases)  
 Oxalate of Potash  
 Paints (Liquid) except water and emulsion paints in sealed metal tins or drums  
 Paraffin  
 Percussion Caps  
 Petrol  
 Petroleum and its liquid products  
 Phosphorous  
 Pitch  
 Potassium  
 Potassium bichromate  
 Potassium binoxalate\*  
 Potassium chlorate  
 Potassium cyanide\*  
 Potassium ferri-cyanide\*  
 Potassium ferro-cyanide\*  
 Potassium hydroxide  
 Potassium nitrate  
 Potassium nitrite  
 Potassium perchlorate  
 Potassium permanganate  
 Potassium peroxide  
 Potassium persulphate  
 Potassium sulphide  
 Prussiate of Potash  
 Rags  
 Resins  
 Rockets  
 Rock Oil  
 Saltpetre  
 Shoddy  
 Spirits of all kinds, not in bottles  
 Stearine  
 Straw  
 Sulphur Dyes or Colours (excluding those packed in air-tight metal vessels labeled with a certificate by the manufacturers that the Dyes (or Colours) contain at least 10 per cent of inert inorganic salts)  
 Tallow manufactured or un-manufactured  
 Tar  
 Turpentine  
 Varnish  
 Vegetable Fibres of all kinds  
 Waste of all kinds

\*If stored on the same floor as, or on floors, above, foodstuffs.

- N.B. (a) Broken bales of gunnies for packing or bagging purposes only are allowed without incurring the additional charge for hazardous goods.
- N.B. (b) Blacks when stored by themselves in a separate building should be classed as non-hazardous.



**WARRANTY 9A**

Warranted that during the currency of this Policy the Insured shall hold such licence or licences as is or are required by the relevant enactments, subsidiary legislation and rules and regulations made thereunder and any amendment thereto and the Insured shall fully comply with the conditions and requirements thereof at all times.

**WARRANTY 19**

Warranted that during the currency of this Policy no process involving the use of petrol or any solution containing petrol or other volatile inflammable liquids will be carried on in the within described premises or in the open or in any premises within fifty feet thereof which are under the control of the insured.

**COMPUTER STSYEM RECORDS CLAUSE**

This insurance by this Policy covers computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein.

**ELECTRICAL INSTALLATION CLAUSE – 4A**

This Company is expressly declared to be free from liability for loss of, or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

**ELECTRICAL INSTALLATION CLAUSE – 4B**

Loss or damage by fire to the electrical appliances and installation insured by (items) of this Policy arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fittings, or to any portion of the electrical installation, unless caused by fire or lightning.

**EXTENDED IMPACT DAMAGE CLAUSE**

It is hereby declared and agreed that the insurance under this Policy shall extend to include loss or damage to the Property described in the Schedule and/or to any walls, gates and fences around and pertaining thereto directly or indirectly resulting from impact by any road vehicles, horses or cattle belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first S\$500.00 of each and every claim under this Endorsement shall be borne by the Insured.

**Extraneous Perils Extensions E1 To E8****E1) AIRCRAFT DAMAGE**

This insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss of or damage to the Property Insured (by fire or otherwise) directly caused by aircraft and other aerial devices and/or articles and/or articles dropped therefrom. Provided always that all Conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**SPECIAL CONDITIONS**

- (1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
- (2) This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

**E2) IMPACT DAMAGE**

The insurance under this Policy extends to include loss of or damage to the Property Insured and/or to any walls, gates and fences around and pertaining thereof directly resulting from IMPACT by any road vehicle not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, but excluding the first S\$50.00 of each and every loss provided that all the Conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**E3) BURSTING OR OVERFLOWING OF WATER PIPES & TANKS**

The insurance under this Policy is extended to include loss of or damage to the Property Insured directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding:

- (i) damage thereto;
- (ii) loss or damage whilst the building is untenanted;
- (iii) loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings;
- (iv) the first S\$150.00 of each and every loss.

Provided that:

- (i) all the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire;
- (ii) the liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.

Subject to the Terms and Conditions of the Policy.

**E4) STANDARD EXPLOSION**

The insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the Property Insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from the explosion.

Provided always that all the Conditions of this Policy (except insofar as Condition 7(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

**SPECIAL CONDITIONS**

- (1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with, any organisation with activities directed towards the overflow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence. In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- (2) If there shall be other fire insurance on the Property Insured under this Policy, the Company shall be liable only pro-rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- (3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

**E5) RIOT & STRIKE**

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the Property Insured directly caused by:

- (i) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof;
- (ii) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance;
- (iii) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- (iv) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or minimising the consequences of any such act.

**SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:

**CONDITION 5**

- (i) This insurance does not cover
  - (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage by any kind or description whatsoever;
  - (b) Loss of damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
  - (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
  - (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building;
  - (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

Provided nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

- (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 5(ii) only, combustion shall include any self-sustaining process of nuclear fission.

**CONDITION 6**

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences, namely:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting



on behalf of, or in connection with, any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

#### **CONDITION 7**

Unless otherwise expressly stated in the Policy this insurance does not cover

- (a) Goods held in trust or on commission;
- (b) Bullion or unset precious stones;
- (c) Any curiosity or work of art for an amount exceeding S\$200.00;
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds;
- (e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books or computer systems records;
- (f) Explosives.

#### **CONDITION 10**

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain the premium calculated according to its customary short period scale for the time the said insurance has been in force.

#### **CONDITION 17**

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this Condition.

Provided that it is hereby further expressly agreed and declared that:

- (a) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against;
- (b) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

#### **E6) MALICIOUS DAMAGE**

It is hereby agreed and declared that the insurance under the Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean loss or damage to the Property Insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the Conditions and Provisos of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

#### **E7) EARTHQUAKE, WINDSTORM AND FLOOD**

Notwithstanding anything stated to the contrary in Condition 6 of this Policy, the insurance by the Policy covers loss or damage (by fire or otherwise) directly caused by:

- (i) Earthquake and Volcanic Eruption; (and/or)
- (ii) Hurricane, Cyclone, Typhoon, Tornado And Windstorm; (and)
- (iii) Flood (including overflow of the sea) caused by any of the perils mentioned in (i) and (ii) above,

subject to the following Excess Clause and Special Conditions attached hereto.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

#### **EXCESS CLAUSE**

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:

- (a) 1% of the total sum insured against such peril on said buildings by Policies in the name of the Insured, or
- (b) S\$400.00

whichever shall be the less.

It is further agreed that the Clause shall apply separately to:

- (i) each building, for which purpose all insured buildings at the same address will be regarded as one building;
- (ii) each incident, giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

**SPECIAL CONDITIONS**

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Policy) unless the building insured or containing the Property Insured shall first sustain actual damage to the roof or walls of same by the direct force of

- (i) Earthquake and Volcanic Eruption; (and/or)
- (ii) Hurricane, Cyclone, Typhoon, Tornado And Windstorm

and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Policy and is occasioned by

- (i) Earthquake and Volcanic Eruption; (and/or)
- (ii) Hurricane, Cyclone, Typhoon, Tornado And Windstorm

2. This Endorsement does not extend the insurance under this Policy to cover

- (a) Consequential loss of any kind, other than rent if insured hereby;
- (b) Loss or damage caused by hail whether driven by wind or not;
- (c) Loss or damage caused by explosion except as provided in Condition 7(h) of the Policy;
- (d) Loss by reason of any ordinance or law regulating the construction or repair of buildings;
- (e) Loss or damage caused by subsidence or landslip except when this is occasioned by Earthquake or Volcanic Eruption provided that these perils are insured against by this Policy.

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

4. Unless specifically and separately insured, this Endorsement does not cover

- (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, fences, gates, goods stored in the open or goods in transit;
- (b) Premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against Hurricane, Cyclone, Typhoon, Tornado And Windstorm when such perils are insured against by this Policy.

**E8) FULL FLOOD**

The insurance under this Policy extends to include loss of or damage to the Property Insured directly caused by:

FLOOD, which for the purpose of this extension shall mean the overflowing or deviation from the normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the Property Insured, but excluding:

- (i) loss or damage by flood caused by Earthquake, Volcanic Eruption, Hurricane, Cyclone, Tornado And Windstorm;
- (ii) loss or damage caused by subsidence or landslip;
- (iii) loss or damage to fences, gates, goods stored in the open or goods in transit;
- (iv) the first S\$1,000.00 of each and every loss.

Provided always that all the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**Loss Payee Clause**

It is hereby declared and agreed that payment in respect of any claim which is indemnifiable under the term of the Policy shall be made to the Mortgagee / Chargee / Lessor / Owner as named in the Schedule and their receipts shall be a full and final discharge to the Company. Any loss under this Policy shall be payable to the Mortgagee / Chargee / Lessor / Owner as named in the Schedule to the extent of its interest.

### MCST Endorsement 3

It is understood and agreed that the Insured is the Management Corporation for the subdivided building described in the Policy within the meaning of Section 70 of the Building Maintenance and Strata Management Act 2004. This Policy is effected by reason of Section 70 of the said Act and is subject to the provisions of that Act.

### MCST Endorsement 4

It is understood and agreed that in respect of destruction of or damage to the subdivided building by an insurance peril, the insurable interest of the Insured is equal to replacement value. Replacement value shall be deemed for the purpose of the Policy to mean the cost of erecting on the same site a whole new building of the same kind or type but not superior to nor more extensive than the subdivided building as it existed immediately prior to any destruction or damage insured by the policy. The amount payable under the policy shall be based upon the replacement value but subject to the following Special Provisions and subject also to all the Terms, Conditions and Endorsements of the Policy except insofar as they may be valued herein:

#### SPECIAL PROVISIONS

1. The building must be actually replaced or reinstated (on the same or another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) and the work commenced and carried out with reasonable dispatch. The work must in any case be completed within twelve months from the date of the destruction or damage, or within such further time as the Company may (during the said twelve months) in writing allow.
2. Until expenditure in excess of the amount which would have been payable under the Policy but for this endorsement has been incurred by the Insured no payment beyond that said amount shall be made to the Insured and any payment beyond that amount shall be based upon the expenditure incurred by the Insured in the replacement or reinstatement and subject always to the Conditions of the Policy.

It is further declared and agreed that for the purpose of Condition 17 of the Policy the value of the subdivided building is the replacement value.

### MCST Endorsement 5

It is understood and agreed that the printed wording of Condition 16 of the Policy is cancelled and is deemed to have deleted and the Condition shall now read as follows:

If at the time of any loss or damage insured by this Policy there be any other subsisting insurance or insurances effected under or by reason of Section 70 of the Building Maintenance and Strata Management Act 2004 covering the same loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### POLICIES ISSUED OUTSIDE THE ACT

It is expressly understood and agreed that this Policy does not insure any loss or damage which is insured by or would, but for the existence of this Policy, be insured by any insurance effected under or by reason of Section 70 of the Building Maintenance and Strata Management Act 2004 except in respect of any excess beyond the amount which would have been payable under all such insurances had this Policy not been effected. It is noted that Condition 16 of this Policy cannot apply to any insurances effected under or by reason of the said Section 70.

### Mortgagee (Chargee) Clause

Loss, if any, payable to the Mortgagee (Chargee) as named in the Schedule as Mortgagee (Chargee) as their interest may appear and this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor by any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the Property Insured hereunder.

Provided that, in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due within the period stipulated in the Premium Payment Warranty, the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

NB – When the interest is that of Chargee and Chargor the words in bracket are deemed to be inserted in place of Mortgagee and Mortgagor.

### Non-Cancellation Clause

The Company undertakes to obtain the consent of the Mortgagee / Chargee/ Lessor / Owner whichever is applicable as named in the Schedule, prior to their cancellation of the Policy if instructions have been received for cancellation of the Policy and also to advise the said mortgagee / chargee/ lessor / owner immediately of any other material changes which are proposed to be made to the terms of the insurance. Nothing in this clause shall alter the operation of the Premium Payment Warranty.

### Non-Cancellation Clause (For Maybank)

The company undertakes to obtain the consent of Maybank Singapore Limited or Malayan Banking Berhad prior to the cancellation of this policy and also to advise Maybank Singapore Limited or Malayan Banking Berhad immediately of any other material changes to the policy.

### Professional Fees Clause

It is agreed that the amount insured on buildings, machinery and plant are understood to include architects', surveyors' and consultant engineers' legal and other fees and costs (not exceeding those authorised under the scales of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon destruction of or damage caused by any of the perils insured in this policy to the said buildings, machinery and plant but not such fees for preparing any claim hereunder.

### Removal Of Debris Clause

The insurance by this policy extends to cover costs and expenses necessarily incurred by the insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the property insured by this policy destroyed or damaged by fire or by any other peril hereby insured against.

It being understood that the total liability for any claim for loss or damage due to an insured peril and costs of removal of debris shall not exceed

- (a) in the aggregate 10% of the total sum insured or
- (b) if this extension be specifically insured by this policy – in the aggregate the sum insured in respect of such specific item insured.

### Smoke Damage Clause

It is hereby declared and agreed that this policy is extended to include destruction of or damage to the property insured (by fire or otherwise) directly caused by:

Smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described premises but not smoke from fire-places or industrial apparatus.

Provided always that all the conditions of the policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

Further provided that this extension does not cover

- (a) destruction or damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (b) consequential loss or damage of any kind or description.

### Spontaneous Combustion Clause

In consideration of the payment of an additional premium, it is declared and agreed that this insurance covers loss of or damage to the insured property caused by its own spontaneous combustion, notwithstanding anything stated to the contrary in the printed conditions of the policy.

## Sprinkler Leakage Clause

In consideration of the payment of an additional premium, it is hereby declared and agreed that this policy is extended to cover loss of or damage to the property insured by water accidentally discharged or leaking from the automatic sprinkler installation for an amount not exceeding the sum insured stated in the schedule provided that the leakage is not caused by the following:

- (a) Heat caused by fire;
- (b) Repairs or alterations to the building or premises;
- (c) The sprinkler installation being either repaired, removed or extended;
- (d) Freezing in the event of the premises being vacant or unoccupied, or freezing due to the neglect of the insured;
- (e) The order of the government or of any municipal, local or other competent authority;
- (f) Volcanic eruption, earthquake, subterranean fire, riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (g) Explosion, the blowing-up of building or blasting;
- (h) Defects in construction or condition of which the insured is aware.

## 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 your insurer 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)).

## Personal Data Use

Any information collected or held by us whether contained in your application or otherwise obtained may be used and/or disclosed to our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to your application, any policy issued and to provide advice or information concerning products and services which we believe may be of interest to you and to communicate with you for any purpose. Your data may also be used for audit, business, analysis and reinsurance purposes.

## Important Notice

In accordance to Section 23(5) Insurance Act 1966, we would remind you that you must disclose to us fully and faithfully all the facts you know or could reasonably be expected to know, otherwise you may not receive any benefit from this policy.