



## Fire & Home Contents Package (For Maybank Customers)

### General Terms

1. This Policy, Schedule, Endorsement, application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract.
2. This Policy, Schedule, Endorsement, application, proposal form, declaration and attached papers together with other statements in writing, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
3. Provided that You pay the premium in full and We agree to accept it, We shall provide the respective Insurance in the terms set out in this Policy.
4. The conditions which appear in this Policy, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.
5. Any word denoting a singular pronoun shall also mean to include the plural.

### Payment Before Cover Warranty (Applicable To Individual Policyholders Only)

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:
  - (a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
  - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
  - (c) A payment through an electronic medium including the internet is approved by the relevant party;
  - (d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Insurer or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

## General Definitions

**Accident/Accidental** means an unforeseen event of violent, accidental, external and visible nature, occurring during the Period of Insurance, which results in Bodily Injury or death.

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

**Building** shall mean the private dwelling or residential flat and all domestic outbuildings, fixtures and fittings attached to the building, swimming pool, underground services, walls, gates and fences and all other domestic improvements of a structural nature at the Premise and for which You are legally responsible. All buildings are declared by You to be built of bricks, stone or concrete and roofed with concrete, slate, metal, asbestos or a composite of asbestos and other non-combustible mineral ingredient unless specially mentioned.

**Effective Date of Insurance** means the commencement date of insurance as specified on the Schedule.

**Endorsement** means written evidence of an agreed change to this Policy.

**Family** means Your spouse and children, and Your relatives permanently living with you at the address stated in the Schedule.

**House** means a building occupied as private dwelling (house, flat or apartment) together with its garages and outbuildings, all used for domestic purposes at the address shown in the Schedule.

**Household** means all members of Your family and any other persons (other than paying guests or tenants) living with You permanently.

**Household Contents** shall mean any moveable household item belonging to You or any member of Your Household except for the following exceptions:

- a) Property more specifically insured under another policy.
- b) Motor vehicles and accessories, pedal cycles and watercraft.
- c) Money, deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals, contact lenses, hearing aids and livestock unless specially mentioned herein.
- d) Any part of the structure or ceilings of the building(s), wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers.
- e) Any property the value of which is included in the Total Sum Insured on Renovation, fixtures and fittings or Building(s).
- f) Landlord's fixtures and fittings.
- g) Property owned or held in trust in connection with any business profession or trade.
- h) Livestock.

**Injury** means bodily injury caused solely and directly by an accident.

**Insured Perils** refer to the following:

- a) Fire, Lightning, Thunderbolt, Subterranean Fire.
- b) Domestic Explosion.
- c) Aircraft and other aerial devices and/or articles dropped therefrom.
- d) Impact by any road vehicle not belonging to nor under the control of the You or any member of the Household.

- e) Bursting or overflowing of domestic water tanks, apparatus or pipes from within the House or containing property insured but excluding damage thereto and loss or damage occurring whilst the House is left unoccupied for more than sixty (60) days).
- f) Theft accompanied by actual violent and forcible entry or any attempt to break in excluding loss or damage occurring whilst the House is left unoccupied for more than sixty (60) consecutive days.
- g) Hurricane, Cyclone, Typhoon and Windstorm including flood or overflow of the sea occasioned thereby.
- h) Earthquake or Volcanic Eruption including flood or overflow of the sea occasioned thereby.
- i) Subsidence or Landslip caused by Flood only but excluding the first \$10,000 or 10% of the claim cost whichever is higher for each and every loss.
- j) Riot, Strike, Civil Commotion not amounting to a popular uprising, strike or labour disturbance.
- k) Malicious persons and vandals except for loss or damage occurring while the House has been unoccupied for more than sixty (60) days whether consecutively or not in any one Period of Insurance and/or loss or damage caused by the willful or dishonest act of You and/or Your Household or with the connivance of You and/or Your Household.
- l) Falling trees or branches but not loss or damage caused by falling or looping of trees by You or on Your behalf.
- m) Smoke damage to the property insured by fire directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit while in Your House excluding damage thereto.
- n) Accidental Damage to all electrical and electronic appliances.

**Money** means cash, coins, bank notes, currency notes, promissory notes, cheques, traveler cheques, money orders, postal orders, deeds, bonds, crossed banker's draft belonging to You or for which You have accepted responsibility and held for personal purposes.

**Period of Insurance** means the period during which the coverage under this Policy is effective, as stated in the Schedule.

**Personal Effects** shall mean articles of personal use designed specifically to be worn or carried e.g clothing, jewellery, watches & camera equipment etc. excluding money, mobile phones, pager, portable computers/diaries and items which are used in connection with any business profession or employment, as well as items insured under a separate policy.

**Renovation** shall mean improvements and additions within Your House made by You as owner or by any former owner of Your House in the form of fixtures and fittings including flooring, built-in wardrobes and air-conditioners, but does not include any part of the building.

**Schedule** means documents with details of the Insured, type of cover and Period of Insurance which forms part of the policy.

**Sum Insured** refers to the maximum amount which You are insured as shown in the Schedule.

**Valuables** shall mean jewellery, watches, curios, works of art, furs, antiques, stamps or coins collections and other collectible items, manuscripts, medals, items of gold, silver or other precious stones, platinum, paintings, fine glassware and crystal, tapestries, antiques and other collectible property that are kept in Your House.

**We, Our and Us** refer to Etiqa Insurance Pte. Ltd., (Company Reg. No. 201331905K) the Company providing this insurance.

**You/Your/Insured** means the Insured named in the Schedule.

Table of Benefits		
Section	Coverage Summary	Sum Insured (\$)
1.	Building – Structure and Fittings	Per Mortgage FIV
2.	Renovation, Fixtures & Fittings and Household Contents & Personal Effects	50,000
3.	Fire Brigade and Ambulance Expenses	500
4.	Fire Extinguishing Expenses	250
5.	Accidental Breakage to Fixed Glass and Mirrors	2,000
6.	Replacement of Locks and Keys due to Break-in	500
7.	Alternative Accommodation when Insured Premise is Made Uninhabitable	3,000
8.	Accidental Medical Reimbursement due to Insured Perils	1,500
9.	Personal Accident due to Accidental Death or Permanent Disablement (Anywhere in Singapore)	
	a) Insured & Spouse from 18 to 65 years of age (combine limit)	15,000
	b) Children from 1 to 21 years of age (up to 3 children with combine limit)	5,000
10.	Personal Liability (Anywhere in Singapore) – in the aggregate	100,000

All benefits are subject to the terms and conditions of the policy.

### Section 1: Building – Structure and Fittings

We will pay You for physical loss or damage to the building up to the Sum Insured stated in the Schedule, caused by any of the Insured Perils.

#### **Exclusions applicable to Section 1:**

We will not pay for

1. loss or damage due to wear and tear, mildew, rot, corrosion, rust, gradual deterioration, insects, vermin, domestic animals which You own or are in Your care, custody or control;
2. breakdown and/or mechanical malfunction of machinery and electrical appliances and computer equipment;
3. inherent fault or defective workmanship, defective material or design;
4. consequential loss or damage of any kind;
5. loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
6. loss or damage due to alteration and repairs involving the removal of structural support;
7. loss or damage caused by landslip or subsidence unless directly caused by flood; subject to an excess of S\$10,000 or 10% of each claim whichever is the higher;
8. the first S\$100.00 in respect of each and every accidental damage claim.

#### **Additional Benefits**

The insurance provided by this Section includes :-

#### **Buildings Fees and Costs**

We will pay up to 10% of Sum Insured on Buildings for:

- a) Removal of debris, clearance and shoring up costs if there has been damage which is covered under this Section;

- b) Architects', surveyors', consulting engineers' and legal fee which You have to pay to reinstate the buildings.

We will not pay for:

- a) Fees charged for the preparation of any claim;
- b) Fees exceeding those authorized under the scale of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage.

#### **Cover during alterations and repairs**

We will continue to insure You whilst any workman is at the buildings during any minor extension, repair and/or renovation works.

#### **Property Owner's Liability**

Legal liability incurred by You (or by any member of Your family ordinarily residing with You), as owner but not as occupier of the Building, to pay compensation in respect of:

- a. bodily injury to persons, including death or illness;
- b. loss or damage to property;  
occurring during the currency of this insurance as a result of an accident in or about the Building, up to a total amount of S\$1,000,000.00 in respect of any one accident or series of accidents constituting one event, plus all law costs and expenses incurred by You or with Our written agreement or recoverable from You by any claimant.

We will not pay for claims:

- a. arising out of the occupation of the Buildings;
- b. where liability insurance is required by Statute;
- c. for bodily injury, including death or illness, to:
  - i. any person who is a member of Your family ordinarily residing with You;
  - ii. any employee of Yours arising out of and in the course of such employment;
- d. for damage to property :
  - i. belonging to, under the charge or control of either You or any member of Your family ordinarily residing with You;
  - ii. belonging to any person in Your service or any other person indemnified by this Section;
- e. arising from any business, trade or profession;
- f. arising from liability assumed under an agreement, unless liability would have existed in the absence of the agreement;
- g. arising from the ownership or use of any:
  - i. vehicle (other than a garden appliance not requiring registration);
  - ii. sailing craft or power driven watercraft;
  - iii. aircraft or aerial device
- h. arising from vibration or interference with support of land, building or other property or subsidence or any earth movement.

#### **Automatic Reinstatement**

Following a claim under this Section and subject to the payment of an additional premium, the Sum Insured will be automatically reinstated, which will be applied prior to the loss or damage occurring.

#### **Basis of Settlement of Claims**

##### **1. Replacement Basis**

The basis of settlement of any claim shall be the cost of reinstatement of the property destroyed or damaged at the time of such destruction or damage as follows:

- a. Where the building is destroyed, its rebuilding;
- b. Where the building is damaged, the repair of damage and the restoration of the damaged portion to a condition substantially the same as but not better or more extensive than the condition when new.

Rebuilding may be carried out at an alternative situation, subject to Our liability not being increased by so doing. If rebuilding, replacing, repairing or restoring is not carried out or not commenced and completed within a reasonable time or if there is other insurance in force which does not provide for replacement or reinstatement on a similar basis to that specified in this clause, We will settle claims on an INDEMNITY BASIS. Provided the Sum Insured is not otherwise exhausted, We will also pay any EXTRA COST, including demolition or dismantling of the Building, which is necessarily incurred in complying with the requirements of any Act of Parliament or Regulation made under it.

“INDEMNITY BASIS” shall mean the cost of reinstatement of the property destroyed or damaged at the time of such destruction or damage, less an allowance for wear, tear and depreciation.

2. 75% Average Relief  
If at the time of any loss or damage the Sum Insured is less than 75% of the cost which would have been incurred in replacement or reinstatement if the whole building had been destroyed, the amount payable for any such claim shall be proportionally reduced.

### **Special Exclusions**

This section does not cover loss or damage during any period in excess of sixty (60) consecutive days during which the Building is left unoccupied, unless with Our written agreement.

## **Section 2: Renovation, Fixtures & Fittings and Household Contents & Personal Effects**

We will pay You and Your Household for physical loss or damage to Renovation, Fixtures and Fittings, Household Contents and Personal Effects caused by any of the Insured Perils.

### **Exclusions applicable to Section 2:**

- a) The first \$100.00 of each and every loss or damage.
- b) Loss or damage by wear and tear, depreciation, gradually operating cause, process of cleaning, repair or restoration, mechanical or electrical breakdown or derangement.
- c) Loss or damage due to scratching, denting, cracking of items of a brittle nature unless caused by fire or theft.
- d) Loss or damage occurring while the House is unoccupied for more than sixty (60) days whether consecutively or not in any one Period of Insurance.
- e) Loss or damage caused deliberately by You or any member of the Household.
- f) Loss or damage to records or recording tapes and discs.

### **Coverage applicable to Valuables:**

Valuables are insured against loss or damage by any cause as provided under Section 2 whilst kept in safe deposit box operated by any bank or authorized company within Singapore.

Our maximum liability shall not exceed \$1,000 per item or 10% of the Total Sum Insured of Household Contents, kept in safe deposit box mentioned above and those in the House combined.

### **Exclusions applicable to Valuables:**

- a) Money, securities and document of any kind.

- b) Stamp and coin collection.
- c) Property more specifically insured.

**Special Exclusions:**

We will not pay for:

1. loss or damage due to scratching, denting, chaffing, wear, tear, deterioration, any process of cleaning, repairing or restoring any article, action of light, atmospheric or climatic conditions, overwinding of clocks or watches or application of electrical energy;
2. loss or damage caused by vermin, insects, mildew, mould or rot;
3. mechanical, electrical or electronic failure or breakdown;
4. consequential loss of any kind;
5. loss from unattended vehicles;
6. unexplained loss or disappearance;
7. failure to take due care and precaution to safeguard Your belongings;
8. the first \$100 of each and every claim unless specifically stated.

**Pair and Set**

In the event of loss of or damage to any article forming part of a pair or set, We shall not be liable for more than the value of the particular part which may be lost or damaged without reference to any special value which such part or parts may have as forming part or set but in any event not exceeding a proportionate part of the Sum Insured in respect of the pair or set.

**Section 3: Fire Brigade and Ambulance Expenses**

We will pay up to \$500 for fire brigade and/or ambulance expenses arising from fire or theft or attempted theft at the insured premises except the first \$50 of each and every loss.

**Section 4: Fire Extinguishing Expenses**

We will pay up to \$250 to cover cost of replenishment of firefighting appliances associated with the extinguishment or prevention of the fire and destruction to such appliances.

**Section 5: Accidental Breakage to Fixed Glass & Mirror**

We will pay up to \$2,000 for accidental breakage (but not scratching) of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandahs and fixed mirrors (other than hand-held mirrors) in Your House except for the first \$50 of each and every loss.

**Exclusions applicable to Section 5:**

We will not pay for:

- a) glassware, crystal, ornaments, vases, lamps, or crockery
- b) a picture tube or screen in a television or electronic visual display unit
- c) a ceramic or glass cooking top
- d) glass in a picture frame, painting, radio set or clock
- e) any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs

- f) mobile cellular telephones
- g) any items which were wholly or partly in a defective condition at the time of the breakage

#### **Section 6: Replacement of Locks & Keys due to Break-in**

We will pay up to \$500 for the cost of replacement and installation of damaged security system, locks and keys resulting from theft or attempted theft except the first \$50 of each and every loss.

#### **Section 7: Alternative Accommodation When Insured Premise is Made Uninhabitable**

In the event the building damaged by an insured peril is rendered uninhabitable, We will pay for reasonable additional expenses incurred for alternative accommodation during the period necessary to repair or reinstate the building, up to the Sum Insured under the Table of Benefits.

#### **Section 8: Accidental Medical Reimbursement due to Insured Perils**

We will pay up to the sum insured under the Table of Benefits on medical expenses incurred following an accidental injury caused by the Insured Perils within the premises.

##### **Exclusions applicable to Section 8:**

We will not pay for:

- a) any expenses relating to any treatment for injury where such treatment was first sought more than sixty (60) days from time of the injury.
- b) any expenses incurred for prostheses contact lenses, spectacles, hearing aids, dentures or medical equipment.
- c) any expenses relating to any treatment not prescribed by legally qualified medical practitioner, physician and surgeon.
- d) if original invoices and/or receipts are not produced at the point of claim.

#### **Section 9: Personal Accident due to Accidental Death or Permanent Disablement (Anywhere in Singapore)**

If You, Your legal spouse and child shall sustain bodily injury caused by accidental external means anywhere in Singapore and within twelve months from the date of the accident shall solely and independently of any other causes resulting in death or disablement as defined, We will pay compensation in accordance with the Table of Benefits up to the Capital Sum Insured for:

- a) You and Your Spouse (Age 18 to 65 years old) - \$15,000 combine limit
- b) Children (max 3 children between 1 to 21 years old) - \$5,000 combine limit

##### **Exclusions applicable to Section 9:**

We shall not pay for any Benefit under this Policy caused by or contributed to by or related to any of the following:

1. Any pre-existing physical defect or infirmity, pregnancy, childbirth, abortion, miscarriage or any complication thereof; or
2. any medical or physical conditions arising within the first thirty (30) days of the Effective Date of Insurance or reinstatement date whichever is latest except for Accidental injuries; or



3. any treatment or surgical operation for congenital conditions; or
4. any condition which is or results from erectile dysfunction and tests or treatment related to impotence or sterilization; or
5. any willful or intentional acts of You or Your Household, suicide pacts or agreements or complications of suicide or attempted suicide, provoked homicide or assault or self-inflicted injury; or
6. any condition which is or results from intoxication by alcohol or drugs not prescribed by a Medical Practitioner; or
7. any condition, which is or results from or a complication of infection with Human Deficiency Syndrome ('HIV'), any variance including Acquired Immune Deficiency Syndrome ('AIDS'), and AIDS Related Complications ('ARC'), or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC; or
8. mental and nervous disorders, including but not limited to insanity; or
9. any condition which is or results from a complication of venereal disease; or
10. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos; or
11. any condition sustained whilst engaging in flying or other aerial activities other than in a fully licensed passenger carrying power driven aircraft as a passenger but not:
  - a) as a member of the crew; or
  - b) for the purpose of any trade or technical operation in or on the aircraft.
12. You taking part in naval, military, air force, police force, fire service department or any armed forces operation or any armed occupation; or
13. You engaging in diving, mining, logging, sawmilling, wood working, underground works, explosive making or handling or custodians or blasters, gas manufacturing or whilst on duty as a ship crew or fisherman; or
14. war, invasion, act of foreign enemy, hostilities or warlike (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition or destruction of or damage to property under the order of any government, public or local authority or 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; or
15. ionizing radiations or contamination by radio-activity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or nuclear weapons or materials. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission; or
16. any Act of Terrorism; or
17. You engaging in training or practicing for or taking part in;
  - a) any underwater activities involving the use of underwater breathing apparatus or scuba diving; or
  - b) climbing or mountaineering necessitating the use of ropes or guides, mountain or off road biking, skateboarding or roller skating; or

- c) pot-holing, hiking/trekking in remote areas unless with licensed guides; or
- d) parachuting, hang-gliding, bungee jumping or any diving activities; or
- e) winter sports (excluding curling and skating), hunting, polo-playing, steeple-chasing, water-skiing, or any racing activities other than on foot; or
- f) martial arts; or
- g) professional sports of any kind.

We will not pay if:

1. You or Your spouse are below the age of eighteen (18) years or above sixty-five (65) years or
2. Your children are below one (1) year or above twenty-one (21) years at the time of the accident.

**Table of Limits**

For Personal Accident to You, Your Legal Spouse and Children

**Description of Disablement**

Death and Permanent Total Disablement

**The Compensation**

The Capital Sum Insured

Permanent Disablement		Percentage of the Capital Sum Insured
Loss of one or two limbs between shoulder and wrist or hip and ankle		100%
Loss of both hands or of all fingers and both thumbs		100%
Total loss of sight of one eye or both eyes		100%
Loss of sight of one eye except perception of light		50%
Loss of lens of one eye		50%
Loss of four fingers and thumb of one hand		50%
Loss of four fingers		40%
Loss of thumb	both phalanges	25%
	one phalanx	10%
Loss of one finger	three phalanges	10%
	two phalanges	5%
	one phalanx	3%
Loss of all toes on one foot		15%
Loss of great toe	one or two metacarpals	5%
Loss of any other toe	one or two metacarpals	2%
Loss of hearing	both ears	75%
	one ear	20%
Loss of speech		50%

“Loss” shall mean total permanent and irrecoverable loss of use or by physical severance.

Where the injury is not specified above, the compensation shall be assessed in proportion to the Table of Benefits disregarding Your profession or occupation.

The total amount of benefits payable under item 1 and/or 2 for any one Insured Person during the Period of Insurance shall not exceed 100% of the capital sum insured.

‘Permanent Total Disablement’ shall mean disablement (other than that specified above) which entirely prevents You from attending to any occupation or profession and having lasted a continuous period of at least 104 weeks and beyond any reasonable hope of improvement.

## Section 10: Personal Liability (Anywhere in Singapore)

### **You and Your Household are indemnified against liability at law:**

For damages and/or claimants' cost in respect of accidental death of or bodily injury to any person or accidental damage to material property occurring during any one Period of Insurance caused by Your personal negligence anywhere in Singapore.

The limit of indemnity for all damages and claimants' cost resulting from one original cause is \$100,000. We will also pay for the defence cost and expenses incurred with Our written consent.

In the event of Your death, We will indemnify Your legal personal representatives in respect of liability incurred by You and covered by the Policy provided that the legal representative observes the terms of the Policy as far as they can apply.

### **Exclusions applicable to Section 10:**

- a) Death or bodily injury to any person or damage to property arising outside Singapore.
- b) Damage to property belonging to You or held in trust by or in Your custody or control.
- c) Injury or damage arising out of the use of firearms.
- d) Injury or damage arising out of Your employment, professional or business trade.
- e) Injury or damage arising out of Your ownership, possession or use by or on behalf of Your motor vehicle, lifts, caravan, aircraft, hovercraft or boats.
- f) Liability assumed by agreement unless such liability would have existed without such agreement.
- g) Injury (including death, disease, virus or illness) to You or Your Household.
- h) Any punitive and exemplary damages.

## 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, We 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.

### **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 Your property 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.

**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) Our liability 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 You.

**E2) IMPACT DAMAGE**

This 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 You or under Your control, or any member of Your family, or any person in and upon Your 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**

This 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) Our liability 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) We 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 We allege 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 You.
- (2) If there shall be other fire insurance on the Property Insured under this Policy, We 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) We 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 lockout;
- (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 We are not relieved under (c) or (d) above of any liability to You 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 We allege 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 You.

#### **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 Us on notice to that effect being given to You, in which case We 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 Your request We 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 We 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 You shall be considered as being Your 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 We 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, Our 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 Your name, 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. We 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.

We 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. We 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.

## General Condition (Applicable to the Entire Policy)

### 1. Duty of Care

You must take all reasonable steps to prevent loss or damage to property insured or prevention of injury under this Policy and to maintain such property in a proper condition.

### 2. Transfer of Interest

You may not transfer Your interest in the Policy without Our written approval.

### 3. Fallen Buildings

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 buildings 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 You.

### 4. Alterations and Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless You, before the occurrence of any loss or damage, obtain Our sanction signified by endorsement upon the Policy, by or on behalf of Us:

- (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 You otherwise than by will or operation of law.

### 5. Rights of Company re Salvage

On the happening of any loss or damage to any of the Property Insured by this Policy, We 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 of Your property 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 Us at any time until notice in writing is given by You that You make no claim under this Policy, or, if any claim is made, until such claim is finally determined or withdrawn, and We shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to You or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of Our powers hereunder, all benefit under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

**6. Subrogation of Rights**

You shall, at Our expense, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We 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 Us.

**7. Cancellation**

This policy may be cancelled at any time at Your request in writing to Us and the premium shall be adjusted on the basis that We shall be entitled to receive or retain the customary short term premium or minimum premium of \$25.00 (inclusive of GST), provided no claims have been made under the policy. No refund shall be given where a claim has been lodged under the policy.

We may also terminate the insurance by sending You seven (7) days' notice by registered letter to Your last known address and We shall be liable to refund a rateable proportion of the premium for the unexpired term from the date of cancellation.

**8. Reinstatement**

In the event of a claim arising from fire or any other perils other than theft, We will have the option to:

- (a) reinstate the policy and reserve the right to charge additional premium; or
- (b) reinstate the policy without additional premium; or
- (c) terminate the policy by sending seven (7) days' notice by registered letter to You at Your last known address and any unused premium upon cancellation will be refunded on pro-rate basis for the unexpired term of this policy.

In the event of a claim arising from theft, the policy Sum Insured will be reduced by the loss amount for each and every claim and shall not exceed the Sum Insured as shown in the Schedule. No reinstatement of the policy would then be allowed.

**9. Basis of Settlement**

A pair or set of items or articles is treated as one item.

We will settle Your claim, if any, either on an indemnity basis or, at Our option, new for old with provision for wear and tear deduction, if necessary.

**10. Free Look Period**

You have fourteen (14) days from the date You receive this policy to examine the terms and conditions of the policy and may cancel the policy within the foregoing 14-day period by written request to Us in which case premiums paid will be refunded, if a claim has not been made under the policy. If the policy is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the policy is so cancelled, We will have no liability whatsoever under the cancelled policy and We will be entitled to recover any expense incurred by Us in underwriting the policy. This provision is not applicable to any policies with period of insurance of less than a year and renewals.

**11. Jurisdiction Clause**

No compensation for damage will be payable unless judgments are delivered by or obtained from a competent court of jurisdiction within Singapore.

**12. Misrepresentation/Fraud**

If Your proposal or declaration is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Insurance shall be void.

**13. Claim Procedures**

- (a) All claims and relevant supporting documents must be notified to Us as soon as possible but not later than thirty (30) days after any event which may entitle You to claim under this Policy.
- (b) Any documents or evidence required by Us to verify the claims shall be provided by You at Your own expense.
- (c) Any medical examination required by Us to verify the claim shall be at Our expense.

**14. Incomplete Claims**

Claims are not deemed complete and eligible benefits are not payable unless all bills for such claims have been submitted and agreed by Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at Our sole discretion.

**15. Admission Offer**

No admission, offer, promise or payment shall be made by You without Our written consent who shall be entitled if it so desires to take over and conduct on Your behalf the defence of any claim or prosecution or to prosecute in Your name for Our benefit any claims for indemnity or damages or otherwise against any Third Party, and shall have full discretion in the conduct of any proceedings in the settlement of any claims and You shall at Our request and at Our expense give all information and assistance as We may require.

**16. Burden of Proof**

In any action, suit or other proceeding where We allege that by reason of the provisions of these exclusions, any loss, damage or other contingency is not insured by this insurance, the burden of proving that such loss, damage or other contingency is insured shall be upon You.

**17. Full Value of Household Contents**

The Total Sum Insured declared by You represents not less than the full value of the insured Household Contents and Our total liability in respect of loss or damage thereto by all or any of the Perils during any one Period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be substituted therefor by Endorsement hereon or attached hereto signed by or on behalf of Us.

**18. Average**

If the property and/or Household Contents hereby insured shall, at any time of any loss, be collectively of greater value than the Sum Insured thereon, then You shall be considered as being Your own insurer for any difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

**19. Other Insurances**

You shall give notice to Us 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 by or on behalf of Us before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.

If at the time of any accident which results in a claim under this Policy there is any other insurance covering the same damage or liability or any part of it, We will only pay Our ratable proportion of the claim.

**20. 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 Us. 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.

**21. 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 Us 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 We 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, We 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.

**22. Non-Cancellation Clause (For Maybank)**

We undertake to obtain the consent of Maybank Singapore Limited prior to the cancellation of this policy and also to advise Maybank Singapore Limited immediately of any other material changes to the policy.

**23. 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.

**24. Removal of Debris Clause**

The insurance by this policy extends to cover costs and expenses necessarily incurred by You 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.

**25. 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.

**26. 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.

**27. 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 Your neglect;
- (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 You are aware.

**General Exclusion (Applicable to the Entire Policy)**

This Policy does not cover:

**1. Acts of Authorities**

Loss or damage occasioned by confiscation commandeering requisition by the Government, any Public Municipal, Local Authority or on the order of such authorities.

2. **Abnormal Conditions/State of Emergency**  
Any loss, damage or other contingency happened during the existence of abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions or state of emergency as declared by the local authorities.
3. **War, Invasion and Civil Commotion**
  - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war and
  - b) Civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, 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 or any act of any person acting on behalf of or in connection with any organization 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.
4. **Act of Terrorism**  
Any loss, damage, cost or expense or consequential to the loss however caused or contributed by, resulting from or in connection with:
  - a) Any Act of Terrorism, notwithstanding any provision to the contrary within this policy or any endorsement thereto;
  - b) Any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
5. **Nuclear Risks**
  - a) Any injury or any loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss; and
  - b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
  - c) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. **Fungi, Wet or Dry Rot or Bacteria**  
Any loss or damage to Your property or Your liability to third party for bodily injury or property damage directly or indirectly caused by or attributed to the presence, growth, proliferation, spread or any activity of Fungi, Wet or Dry Rot or Bacteria. Also excluded are: (a) any requirement by You to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, Fungi, Wet or Dry Rot or Bacteria and/or (b) any liability imposed on You by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from Fungi, Wet or Dry Rot or Bacteria.
7. **Repairs/Reinstatement Works by HDB**  
Any loss or damage to the Building which the HDB or HDB's appointed contractor has undertaken or is legally bound to repair or reinstate for those HDB properties insured under this policy.
8. **Gross Negligence, Criminal, Dishonest, Fraudulent, Malicious or Wilful Conduct**  
Any loss, damage or injury arising from or contributed to by gross negligence, criminal dishonest, fraudulent, malicious or willful act or omission by You or any member of Your Household or anyone who is authorized to gain access to Your House.
9. **Consequential Loss**  
Consequential loss or damage of any kind.

10. **Sonic Bangs**  
Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
11. **Property Damage Clarification Clause**  
Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to the data or software, in particular any detrimental change in data, software or computer programs that is caused by 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, but not limited to 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.
12. **Sanction Limitation and Exclusion Clause**  
We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

#### Disputes Resolution

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd (“FIDReC”). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

#### Policy Owner’s 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 us or visit the General Insurance Association (GIA) or SDIC web-sites ([www.gia.org.sg](http://www.gia.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 with the Insurance Act, 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.

**Etiqa Insurance Pte. Ltd.** (Company Reg. No. 201331905K)  
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