

Electronic Equipment Insurance Policy

Whereas the insured named in the schedule hereto has made to the Etiqa Insurance Pte. Ltd. (hereinafter called “the insurer”) a written proposal by completing a questionnaire which, together with any other statements made in writing by the insured for the purpose of this policy, is deemed to be incorporated herein.

Now this policy of insurance witnesseth that subject to the insured having paid to the insurer the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the insurer shall indemnify the insured in the manner and to the extent hereinafter provided.

This insurance applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises or in the course of the aforesaid operations themselves, or in the course of subsequent re-erection, but in any case only after successful commissioning.

General Exclusions

The insurer will not indemnify the insured in respect of loss or damage directly or indirectly caused by, or arising out of, aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government, de jure or de facto, or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the insured or his representatives.

In any action, suit or other proceeding where the insurer allege that by reason of the provisions of exclusion a) above any loss, destruction or damage is not covered by this insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the insured.

General Conditions

1. The due observance and fulfilment of the terms of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the questionnaire and proposal made by the insured shall be a condition precedent to any liability of the insurer.
2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and the expression “this policy” wherever used in this contract shall be read as including the schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule or of the section(s) shall bear such meaning wherever it may appear.
3. The insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the insurer to prevent loss or damage and comply with statutory requirements and manufacturers’ recommendations.
4.
 - a) Representatives of the insurer shall at any reasonable time have the right to inspect and examine the risk and the insured shall provide the representatives of the insurer with all details and information necessary for the assessment of the risk.
 - b) The insured shall immediately notify the insurer in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the insured whereby the risk is increased, unless the continuance of the insurance be confirmed in writing by the insurer.
5. In the event of any occurrence which might give rise to a claim under this policy, the insured shall
 - a) immediately notify the insurer in writing, giving an indication as to the nature and extent of loss or damage;
 - b) take all steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the insurer;
 - d) furnish all such information and documentary evidence as the insurer may require;
 - e) inform the police authorities in case of loss or damage due to burglary.

The insurer shall not in any case be liable for loss, damage or liability of which no notice has been received by the insurer within 14 days of its occurrence. Upon notification being given to the insurer under this condition,

the insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the insurer shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the insurer does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the insured is entitled to proceed with the repairs or replacement. The liability of the insurer under this policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the insurer, or if temporary repairs are carried out without the insurer's consent.

6. The insured shall at the expense of the insurer do and concur in doing and permit to be done all such acts and things as may be necessary or required by the insurer in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this policy) to which the insurer shall be or would become entitled or subrogated upon their 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 the insured's indemnification by the insurer.
7. 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 the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the insurer.
8.
 - a) If the proposal or declaration of the insured is not true in any material respect, or if any claim made be fraudulent or substantially exaggerated, or if any false declaration of statement be made in support thereof, then this policy shall be void and the insurer shall not be liable to make any payment hereunder.
 - b) In the event of the insurer disclaiming liability in respect of any claim and if an action or suit be not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this policy) within three months after the arbitrators or umpire shall have made their award, all benefit under this policy in respect of such claim shall be forfeited.
9. If at the time any claim arises under this policy there be any other insurance covering the same loss, damage or liability, the insurer shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. This insurance may be terminated at the request of the insured at any time, in which case the insurer will retain the customary short-period rate for the time this policy has been in force. This insurance may equally be terminated at the option of the insurer by seven days' notice to that effect being given to the insured in which case the insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the insurer may have incurred and less any long-term discount on premiums granted.
11. Under an insurance for a third party's account the beneficiary shall be entitled to exercise, in this own name, the rights of the insured. Without obtaining the insured's approval, the beneficiary shall further have the right to receive any indemnity paid under this policy and to transfer the insured's rights even if the beneficiary is not in possession of this policy. Upon payment of an indemnity the insurer may require evidence of the beneficiary having given his consent to the insurance and of the insured having given his consent to the receipt of an indemnity by the beneficiary.
12. The indemnity shall be payable one month after determination by the insurer of the full amount due. Notwithstanding the above the insured may, one month after the insurer have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the insured's control. The insurer shall be entitled to withhold indemnification
 - a) if there are doubts regarding the insured's right to receive the indemnity, pending receipt by the insurer of the necessary proof;
 - b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the insured, pending completion of such examination or inquiry.

Section 1 - Material Damage

SCOPE OF COVER

The insurer hereby agree with the insured that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the insured pays and the insurer may accept the premium for the renewal of this policy, the items or any part thereof entered in the schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the insurer will indemnify the insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

SPECIAL EXCLUSIONS TO SECTION 1

The insurer shall not, however, be liable for

- a) the deductible stated in the schedule to be borne by the insured in any one occurrence; if more than one

item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;

- b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- c) loss or damage directly or indirectly caused by theft;
- d) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the insurer or not;
- e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- f) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- g) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- k) consequential loss or liability of any kind or description;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the parts mentioned under l) and m) above the insurer shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

PROVISIONS APPLYING TO SECTION 1

MEMO 1 - SUM INSURED

It is a requirement of this insurance that the sum insured shall be equal to the cost of replacement of the insured items by new items of the same kind and same capacity which shall mean their replacement costs including e.g. freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the insurer will pay only in such proportion as the sum insured bears to the amount required to the insured. Every item if more than one shall be subject to this condition separately.

MEMO 2 - BASIS OF INDEMNITY

- a) In cases where damage to an insured item can be repaired, the insurer will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the insured, the insurer will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage will be taken into account. If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.
- b) In cases where an insured item is destroyed, the insurer will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The insurer will also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage will be taken into account. The destroyed item shall no longer be covered under this policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule. (The insurer may agree - by application of the relevant endorsement - to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any extra charges incurred for overtime, night-work, work on public holidays, or express freight, are covered by this insurance only if especially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this policy.

The costs of any provisional repairs will be borne by the insurer if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The insurer will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Section 2 - External Data Media

SCOPE OF COVER

The insurer hereby agree with the insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage indemnifiable under section 1 of this policy, the insurer will indemnify the insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the schedule or during any subsequent period for which the insured pays and the insurer may accept the premium for the renewal of this policy. This cover applies while the insured data media are kept on the premises.

SPECIAL EXCLUSIONS TO SECTION 2

The insurer shall, however, not be liable for

- a) the deductible stated in the schedule to be borne by the insured in any one occurrence;
- b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION 2

MEMO 1 - SUM INSURED

It is a requirement of this insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

MEMO 2 - BASIS OF INDEMNITY

The insurer will indemnify any expenses that can be proven to have been incurred by the insured within a period of 12 months as from the date of occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the insurer shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Section 3 - Increased Cost of Working

SCOPE OF COVER

The insurer hereby agree with the insured that if material damage indemnifiable under section 1 of this policy gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, the insurer will indemnify the insured as hereinafter provided for any additional expenditure incurred for the use of substitute EDP equipment not covered under this policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of insurance provided always that such interruption occurs during the period of insurance stated in the schedule or during any subsequent period for which the insured pays and the insurer may accept the premium for the renewal of this policy.

SPECIAL EXCLUSIONS TO SECTION 3

The insurer shall, however, not be liable for any additional expenditure incurred as a result of

- a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- b) the necessary funds not being available to the insured in time for repairing or replacing damaged or destroyed equipment.

PROVISIONS APPLYING TO SECTION 3

MEMO 1 - SUM INSURED

It is a requirement of this insurance that the sum insured stated in the schedule shall be the amount which the insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured is to be based on the amounts agreed per day and per month as specified in the schedule.

The insurer will also reimburse the insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section provided separate sums therefor have been entered in the schedule.

MEMO 2 - BASIS OF INDEMNITY

In the event of failure of the EDP equipment insured the insurer shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured, which is applicable to this period, the insurer shall only be liable to indemnify the insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the insurer.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

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.

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.

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