



One Raffles Quay, #22-01, North Tower  
Singapore 048583  
[www.etiga.com.sg](http://www.etiga.com.sg)

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## BUSINESS ENTERPRISE SOLUTION PACKAGE POLICY

WHEREAS the Insured by a signed proposal and declaration which shall be the basis of this Contract and is incorporated herein has applied to ETIQA INSURANCE BERHAD (the Company) for insurance hereinafter contained and has paid or agreed to pay the agreed premium as consideration for such insurance.

The Company agrees subject to the Terms, Exclusions and Conditions contained herein or endorsed hereon that in respect of events occurring during the Period of Insurance (or any subsequent period for which the Insured has agreed to pay and the Company has agreed to accept a renewal premium) the Company will indemnify the Insured in the manner and to the extent hereinafter provided in the various Sections of this Policy.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured or in the whole of the Total Sum Insured under each Section or such other sum or sums as may be substituted by endorsement.

## SECTION 1- ALL RISKS

### The Cover

We will pay for the cost of repair, replacement or reinstatement of the Insured Property caused by accidental physical loss of or damage to the Insured Property at the Situation specified in the Schedule by any cause.

### Basis of Settlement

We will settle the claim based on the cost necessary to repair, replace or reinstate the Insured Property to a condition similar or the same as but not better or more extensive than its condition when new, without any deduction for wear, tear or depreciation.

### Limit of Liability

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

### Excluded Property

We will not pay for loss of or damage to

1. Glass, furs, jewellery, bullion, precious metals, precious stones, curios or works of art.
2. Articles of a brittle nature unless such damage arises from fire or burglary.
3. Money that is currency notes or coins, bank notes or negotiable instruments such as but not limited to cheques, stamps, vouchers, tickets.
4. Property in transit away from the Situation except as provided otherwise in this Section.
5. Watercraft, aircraft, locomotives, rolling stock.
6. Mechanically propelled vehicles, motor cycles and trailers.
7. Property being processed, constructed, erected, altered or dismantled, including related materials or supplies.
8. Vacant Premises awaiting or undergoing demolition.
9. Animals, livestock, growing crops or tree.
10. Explosives.
11. Property more specifically insured.

12. Property insured under any marine policy, except in respect of any excess beyond the amount which would have been payable under the marine policy had this insurance not been effected.

## Exclusions

We will not pay for loss or damage caused by or arising from

1. Consequential loss of any kind.
2. Disappearance, unexplained loss or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error.
3. Coastal or river erosion, subsidence ground heave or landslip, normal settlement or bedding down of new structures, wind rain hail frost snow flood sand or dust to movable property in the open or in open-sided buildings or to fences and gates, the freezing solidification or inadvertent escape of molten material.
4. Mechanical or electrical breakdown or derangement of machinery or equipment.
5. Gradually operating causes such as but not limited to wear and tear, mildew, corrosion, rust, oxidisation, fading, tree roots, evaporation, loss of weight, change in flavour, colour, temperature, humidity or texture.
6. Shrinkage, inherent vice, natural deterioration, deformation or distortion.
7. Vermin, insects, termites, scratching, denting, chipping or defacing.
8. Latent defect, faulty or defective design materials or workmanship or structural defects.
9. Collapse or cracking of buildings.
10. The cessation, interruption or retarding of any process or operation of work whether total or partial.
11. Interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.
12. Fraud or dishonesty by You including Your directors, partners, employees or officers of the Insured or any other person who has an interest in the Insured Property.
13. Explosion or implosion of pressure vessels which require certification under any Statutory Regulations such as but not limited to boilers, compressors and air receivers.
14. Cracking, fracturing, collapse or overheating of boilers, economizers, vessels, tubes, or pipes, nipple leakage or the failure of welds and boilers.
15. Bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Premises are empty or disused.
16. Sonic Bang or pressure waves caused by aircraft or other aerial devices.
17. Any wilful act or wilful negligence on Your part or any person acting on Your behalf.
18. Pollution or contamination, which means the discharge, dispersal, release or escape of any type of pollutant or contaminant into or upon property, land atmosphere or any water course or body of water (including ground water) to Insured Property, except where caused directly by one of the following Listed Perils:

Fire, Lightning, Explosion, Riot and Strike, Malicious Damage, Aircraft and Aerial Devices, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Sprinkler Leakage, Flood, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm, Impact by Road Vehicles, Smoke Damage and Spontaneous Combustion.

Any liability in connection with disposed or dumped waste materials or substances is also excluded.

19. Mold, mildew, fungus or spores of any type, nature or description, except where caused directly by one of the following Listed Perils:

Fire, Lightning, Explosion, Riot and Strike, Malicious Damage, Aircraft and Aerial Devices, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Sprinkler Leakage, Flood, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm, Impact by Road Vehicles, Smoke Damage and Spontaneous Combustion.

You must report to Us the existence and cost of the physical loss or damage by mold, mildew, fungus or spores as soon as practicable, but no later than six (6) months after the Listed Peril first caused any physical loss or damage to such Insured Property during the policy period. We will not pay for any physical loss or damage by mold, mildew, fungus or spores first reported to Us after that six (6) month period.

### **Additional Benefits**

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the Section.

1. Accidental leakage or Spillage

We extend to cover loss, damage of the Insured Property caused by accidental leakage or spillage of any gas, vapour, liquid (other than water) or molten material caused by a peril insured against, but excluding

- a) Loss or damage to, pollution or contamination of surrounding land.
- b) Loss or damage to such escaped gas, vapour, liquid or molten material.
- c) Costs of rectifying the fault which permitted the leakage or spillage to take place.
- d) Costs of removing, nullifying or cleaning- up seeping, polluting or contaminating substances.
- e) Loss or damage to goods in transit.
- f) Loss or damage caused by or happening during the course of repairs or alterations.
- g) Loss or damage to that unit of plant, machinery or apparatus used for the containment dispensing or transmission of any gas, vapour, liquid or molten material which has escaped or leaked therefrom.

2. All Other Contents

We extend to cover:

- a) Money Securities and Stamps for an amount not exceeding S\$1,000.
- b) Documents, Manuscripts and Business Books but only for the value of the material as Stationery together with cost of clerical labour expended in writing up and not for the value to You of the Information contained therein for an amount 10% of Sum Insured, maximum S\$20,000 in respect of any one Document, Manuscript or Business Book
- c) Computer Systems Records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein for an amount 10% of Sum Insured, maximum S\$20,000.
- d) Patterns, Models, Moulds, Plans and Designs for an amount not exceeding S\$1,000 in respect of any one Pattern Model, Mould Plan or Design.
- e) Employees' Pedal Cycles, Clothing, Tools and other personal effects for an amount S\$250 per employee, S\$5,000 in the aggregate.

3. Alterations and Repairs

Workmen are allowed in or about any Premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

4. Appraisalment

If the aggregate claim for any one loss destruction or damage does not exceed S\$10,000 or 10% of the Sum Insured, whichever is the lesser amount by the Item or Items affected, no special inventory or appraisalment of the undamaged property shall be required.

If two or more buildings are included in a single item, this Benefit shall apply to the range of buildings and/or contents by the Item or Items affected.

5. Architects', Surveyors' and Consultant Engineers' Fees

We extend to cover Architects', Surveyors' and Consultant Engineers' legal and other fees (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 the destruction of or damage to the Insured Property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder).

Subject to a maximum limit of 10% of Sum Insured or S\$50,000 whichever is the lesser.

6. Automatic Reinstatement of Loss

The Total Sum Insured shall be automatically reinstated and remain in full force in an event of loss, provided You undertake to pay any additional premium at the agreed rate on the amount of loss calculated on a pro-rate basis from the date of such loss to the expiry of the current Period of Insurance.

7. Average (85%)

If at the time of reinstatement, the sum representing 85% of the total reinstatement cost which would have been incurred if the whole of the Insured Property had been destroyed, exceeds the Sum Insured thereon at the time of the loss, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

8. Brand and Label

If branded or labelled merchandise covered by this Policy is damaged and We elect to take all or any part of such merchandise at the agreed or appraised value, You may at Your own expense, stamp "salvage" on the merchandise or its containers or may remove the brands or labels if such stamp or removal will not physically damage the merchandise but shall re-label the merchandise or containers in compliance with the requirements of law.

9. Breach of Conditions and/or Warranties

The conditions and warranties of this policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the respective section only and not affect the other sections of the policy in respect of the other risks, provided the breach of the within warranties are without Your knowledge or consent and You shall notify Us immediately once You are aware of such breach.

10. Capital Additions

We extend to cover alterations, additions and improvements (but not appreciation in value in excess of the Sums Insured) to Insured Property provided that You undertake to advise Us each quarter of such alterations, additions and improvements, and pay the appropriate additional premium required.

Subject to a maximum limit of 10% of Sum Insured or S\$200,000 whichever is the lesser.

11. Contract Price

In respect only of goods sold but not delivered for which You are responsible under the condition of sale, and the sale contract is cancelled by reason of the insured loss or damage, Our liability shall be based on the contract price of the goods lost or damaged. For the purpose of Average, the value of all goods to which this Benefit would in the event of loss or damage be applicable shall be ascertained on the same basis.

12. Cost of Demolition, Removal of Debris, Clearing and Erection of Hoarding

We extend to cover costs necessarily incurred by You in respect of the demolition of building and/or removal of debris from the site, and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destructions of or damage to the Insured Property by fire or any other perils hereby insured against.

Subject to a maximum limit of 10% of Sum Insured of S\$200,000 whichever is the lesser.

13. Cost of Recompiling, Rewriting Records and Claims Preparation

We extend to cover costs and expenses necessarily and reasonably incurred by You following loss or damage to the Insured Property

- a) To reconstruct and recompile records (but not for the value to You of the information contained therein).
- b) To extract and compile information required by Us from Your own records for the purpose of preparing a claim under the Policy but excluding legal, investigation and research fees/expenses incurred for the purpose of contesting any issue over Our liability under the Policy.

Such documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but excluding bearer bonds, coupons, bank or currency notes or other negotiable papers.

Subject to a maximum limit of S\$10,000.

14. Cost of Re-Erection

We extend to cover cost of re-erecting, fitting and fixing machinery and plant in consequence of destruction or damage by any of the perils hereby insured against.

Subject to a maximum limit of S\$10,000.

15. Cost of Temporary Relocation

We extend to cover expenses reasonably and necessarily incurred with the consent of the Company pending repair/replacement of such damaged premises provided that the liability of the Company under this extension shall not exceed S\$10,000 and the cause of the loss or damage must be an insured peril covered under this Policy.

16. Customers' Goods

Subject to the terms with regards to Customers' Goods, We shall indemnify You against Your legal liability for destruction or damage of such property hereby insured against.

17. Description of Insured Property

Where any doubt arises as to the definition under which any property is included for the basis of settlement, We agree to accept the designation of such property as may have been included in Your books.

18. Demonstration and Exhibition

We extend to cover the destruction of or damage to the Insured property whilst on demonstration/exhibition at any Premises of Class 1 construction in Singapore.

Subject to a maximum limit of S\$50,000.

19. Divisible Control

If this Section covers two or more buildings or the contents of two or more buildings, the breach of any conditions of this Section in any one or more of the building covered or containing the Insured Property shall not prejudice Your right to recover for loss occurring in any building covered or containing the Insured Property.

20. Electrical Installation

We cover loss or damage by fire to the electrical appliances and installation insured by this Policy arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity whatever cause (lighting included) to the terms and conditions of this Policy. But we will not be liable for loss or damage to any electrical machine apparatus fixtures or fitting or to any portion of the electrical installation unless caused by fire or lightning.

21. Errors and Omissions Clause

The Policy shall not be invalidated by an unintentional and/ or inadvertent omission error incorrect valuation or incorrect description of the interest risk or property provided. You notify us as soon as practicable upon discovery of such error or omission.

22. Extended Impact Damage

We extend to cover loss of or damage to the property described in the Schedule and/ or to any walls, gates and fences around and pertaining thereto directly resulting from Impact by any road vehicles, provided that You shall bear:

- a) The first S\$500 of each and every claim arising out of Your own vehicles.
- b) The first \$500 of each and every claim arising out of third party vehicles.

23. Failing Tree

We extend to cover loss or damage caused by felling, lopping or topping of the trees including the cost of removing fallen trees or parts thereof except where they have given rise to a valid claim under this Policy, provided that You shall bear the first \$50 of each and every claim.

24. Fire Extinguishing Expenses/ Fire Brigade Charges

We extend to cover the cost and expenses incurred to extinguish Fire including the cost of replenishing the damaged fire fighting appliances and the fire brigade charges.

Subject to a maximum limit of S\$5,000

25. Hazardous Goods

We allow the storage of hazardous goods usual to the trade and/ or business in quantities and manner as permitted by Law, By-Law or Municipal Regulation.

26. Heating and Power

We allow the use of electric, gas and other lighting, heating and power usual to trades and occupation as provided by Law, By-Law or Municipal Regulation.

27. Internal Removal

It is understood and agreed that in the event of removal of property from one building to another at any of the insured situations being inadvertently not advised to the Company, the insurance on such property shall follow the removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

28. Landlord

Your interest shall not be prejudiced by any act or neglect of the occupier of any Insured Building whereby the risk of destruction or damages increased without Your knowledge or authority, provided that You shall immediately give notice in writing to Us upon becoming aware thereof and on demand pay such reasonable additional premium as We may require.

29. Subsidence and Landslip

We extend to include loss or damage to the Insured Property directly caused by Subsidence or Landslip arising from Flood only, provided the Insured Property shall be maintained in good and substantial state of repair. But we do not cover the cost of repairing, clearing or making good drains or water courses, and the Consequential loss of any description.

Subject to You bearing the first S\$10,000 of each and every loss.

30. Leakage of Liquids

We extend to cover loss or damage to the Insured Property due to leakage of liquids from any of Your fixed installation pipes or apparatus but excluding the first S\$500.00 for each and every loss.

31. Leased Property

We extend to indemnify any other party having an interest in the Insured Property by virtue or and in accordance with the terms of a mortgage, Lease, Hire or Rental agreement, provided such property is not more specifically insured.

32. Loss Notification

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying Us or any circumstances or events giving rise or likely to give rise to a claim under this Policy.

33. Misperception

This insurance shall not be prejudiced by any alteration or misdescription or occupancy provided You shall notify Us immediately once You become aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

34. Loss, if any, under this policy shall be payable to Bank, Institution or Firm specified in the Schedule as Mortgagees or Assignees of mortgagee interest to the extent of their interest.

In the event of loss or damage, We will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated

by any act or neglect of the Mortgagor or Owner of the Insured Property, nor by anything whereby the risk is increased being done to, upon or in any Insured Building, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify Us of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to Us the appropriate additional premium from the time when such increase of risk first took place.

Whenever We pay the Mortgagees or said Assignees any sum for loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefor existed, We shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments instruments and things as may be necessary or be reasonably required by Us for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between Us and the Mortgagor or Owner of the Insured Property, nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of or prejudice or affect any rights which We may have against the Mortgagor or Owner of the Insured Property or lessen any obligations which may be imposed on the Mortgagor or Owner of the Insured Property either by or under this Policy or by law and such rights and obligations shall as between Us and the Mortgagor or Owner of the Insured Property remain in full force and effect.

We reserve the right to cancel this policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation and shall then cease and We shall have the right on like notice to cancel this agreement.

35. New location

We extend to cover any New location of Class 1 Construction occupied by You, provided that You shall notify Us within 60 days from the date of occupation of the Premises and undertake to pay Us the appropriate additional premium required.

Subject to a maximum limit of 10% of Sum Insured or S\$500,000 any one location, whichever is the lesser.

36. Non-Cancellation

We undertake to obtain the Mortgagee's consent prior to the cancellation of the Policy if instruction have been received for the cancellation of the Policy and also to advise the Mortgagees immediately of any other material changes which are proposed to be made in the terms of the insurance.



37. Non-Invalidation

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the aforementioned Premises not occupied by You whether constituting an increase in risk or not, provided that You shall immediately inform us once You become aware thereof and shall of such alteration and pay such reasonable additional premium as We may require.

38. Payment on Account

In the event of the occurrence of a loss under this insurance, We will pay You on account in respect of such loss if desired.

39. Premises

We extend to cover the Insured Property whilst in or on platforms, alley, yards, outbuildings and/or in the open air on the Premises described herein.

We also extend to cover Awnings, Blinds, Signs or other Outdoor fixtures or fittings of any description up to S\$10,000.

40. Property Stored Elsewhere

We extend to automatically cover the Insured Property stored elsewhere of Class 1 Construction, you shall notify Us within 60 days from the date of storage and undertake to pay Us any additional premium which We may require.

Subject to a maximum limit of 10% of Sum Insured or S\$100,000 any one location, whichever is the lesser.

41. Property in Transit

We extend to cover loss or damage to the Insured Property during transit by road anywhere within Singapore.

Subject to a maximum limit of 10% of Sum Insured or S\$50,000 any one conveyance, whichever is the lesser.

42. Public Authorities

We extend to cover, in respect of buildings such additional cost of reinstatement of the destroyed or damaged Insured Property as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any Municipal or Local Authority provided that:

A. The amount payable shall not include:

- a. The cost incurred in complying with any of the aforesaid Regulations or By-laws
  - i. For any destruction or damage occurring prior to the granting of this Benefit.
  - ii. For any destruction or damage not insured by the Policy.
  - iii. For any undamaged property or undamaged portions of property.
  - iv. If notice has been served upon You prior to the destruction or damage.

b. The additional cost required to reinstate or replace the destroyed or damaged property, had the necessity to comply with any of the aforesaid Regulations or By laws not arisen.

c. The amount of any rate tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of Your compliance with any of the aforesaid Regulations or By-laws.

B. The work of reinstatement must be commenced and carried out with reasonable dispatch and completed within twelve (12) months from date of destruction or damage (or such extension which We may agree to in writing) and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-laws so necessitate subject to Our liability under this Benefit not being thereby increased.

C. If Our liability under any insured item apart from this Benefit is reduced by the application of any of the terms and conditions of this policy, then Our liability under this Benefit (in respect of any such item) shall be reduced in like proportion.

43. Reinstatement Value (not applicable to Stock)

We shall pay the cost of replacing or reinstating on the same site, the Insured Property of the same kind or type but not superior to or more extensive than the Insured Property when new provided:

- a. All other property insurance covering the Insured Property at the time of damage also provide for the same basis of payment, otherwise payment shall be the Indemnity Value.
- b. You are able and willing to replace or reinstate the property destroyed or damaged on the same or another site, otherwise payment shall be the Indemnity Value.
- c. The work of replacement or reinstatement must be commenced and carried out with reasonable despatch and completed within twelve (12) months from date of destruction or damage (or such extension which We may agree to in writing), otherwise the amount payable shall be the Indemnity Value at the time of damage.
- d. If at the time of replacement or reinstatement, the sum insured is less than 85% of the Replacement Value of the Insured Property, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

For this purpose, Indemnity Value shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the Insured Property.

44. Rent (if insured under the Schedule)

Insurance on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of any of the perils hereby insured. Provided the amount payable shall not exceed such proportion of the sum insured on Rent, as the necessary period of unoccupancy bears to the term of Rent insured.

45. Services

The Insurance by this Policy relating to Machinery and Equipment extends to include telephone, gas, water and electric instruments, meters, piping, cabling and the like and accessories thereof, including similar property in adjoining yards or roadways or underground, all Your property or others for which You are responsible.

46. Sue and Labour

In case of actual loss, it shall be lawful and necessary for You to sue and labour for the defence, safeguard and recovery of the Insured Property.

We extend to cover the cost and expenses incurred by You or Us in the recovering, saving and preserving the Insured Property, which shall be borne by You and Us proportionately to the extent of Our respective interests.

47. Temporary Removal

It is hereby declared and agreed that the Insurance by this Policy extends to cover expenses reasonably and necessarily incurred with the consent of the Company pending repair/ replacement of such damaged premises.

Provided that

- a. The liability of the Company under this extension shall not exceed S\$1,000.00
- b. The cause of the loss or damage must be an insured peril covered under this Policy.

48. Time Adjustment Clause (72 Hours)

For the purposes of Deductible, loss by earth movement including earthquake volcanic eruption and the like, storm typhoon water damage flood bushfire subsidence riot strike civil commotion or social unrest, arising within each continuous 72-hour period of the first happening of any such Damage suffered by You ("Occurrence Period") and not within any previous Occurrence Period shall be considered as One Occurrence, whether the insured cause of loss is continuous or sporadic in its sweep and scope and irrespective of whether Damage was due to the same condition or not. In the event loss occurs over a period exceeding one Occurrence Period, claim adjustment shall be the sum of all loss during the period as insured less the Deductibles as applicable. We shall not be liable for any loss occurring before the effective date and time of commencement of this Policy, nor for any loss occurring or, for property damage continuing, after the expiration date and time of this Policy.

49. Vehicle Load

We extend to cover the Insured Property being left loaded overnight in any securely locked vehicles whilst in the Premises.

Subject to a maximum limit of 10% of Sum Insured or S\$50,000 whichever is the lesser.

50. Waiver of Subrogation

Any claimant under this policy shall at Our request and 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 indemnity from other parties whether such acts and things shall be or become necessary or required before or after indemnification by Us. We agree to waive the rights of subrogation against associated, affiliated and/or subsidiaries connected therewith.

**SECTION 2- BUSINESS INTERRUPTION**

**The Cover**

If the Insured Property (as insured under Section 1 - All Risks) used by You at the Premises for the purposes of the Business is lost or damaged during the Period of Insurance by any cause which is covered under the same section of this Policy, and this loss or damage (herein referred to as Damage for the purpose of this Section) results in the interruption of or interference with the Business, We will pay You the amount of loss directly resulting from such interruption or interference during the Indemnity Period in accordance with the stated Basis of Settlement.

**Definitions**

The amount of by which the sum of the Turnover and the amount of the Closing Stock and Work in Progress shall exceed the sum of the amount of the Opening Stock and Work in Progress and the amount of the Specified (Uninsured) Working Expenses.

The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with Your usual accounting methods, due provision being made for depreciation and writing down of Stocks.

<b>Annual Turnover</b>	<b>Rate of Gross Profit</b>	<b>Standard Turnover</b>
The Turnover during the twelve months immediately before the date of the damage	The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage	The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period
to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.		

**Turnover**

The money (less discounts allowed) paid or payable to You for goods sold and delivered and for services rendered in course of the Business at the Premises.

**Shortage in Turnover**

The amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the part of the Standard Turnover which relates to that period.

**Specified (Uninsured) Working Expenses**

The variable expenses of the Business not insured such as but not limited to Purchases (less discounts received), Wages and Freight.

**Normal Operation**

The state of operation of Your Business that existed immediately prior to the occurrence of the Damage.

**Wages**

The remuneration (including Central Provident Fund contributions, bonuses, overtime pay and other payments pertaining to employment) of all employees other than those whose remuneration is treated as Salaries in Your books of account.

**Indemnity Period**

The period commencing from the date of Damage occurring during the Period of insurance and ending not later than the Maximum Indemnity Period during which the results of the business shall be affected in consequence of the Damage.

**Time Excess (if applicable)**

The period specified in the Schedule commencing from the beginning of the interruption or interference of the Business resulting in a claim under this Policy during which We will not be liable for the amount of loss.

**Extra Expenses**

The additional expenditure incurred during the indemnity Period chargeable to the operation of Your business and which is over and above the total operating costs which would normally have been incurred to conduct the business during the same period which corresponds with the indemnity Period had not Damage occurred.

**Basis of Settlement**

Gross Profit/Gross Revenue

The insurance in respect of Gross Profit/Gross Revenue is limited to loss of Gross Profit due to

- a) Reduction In Turnover and
- b) Increase In Cost Of Working

The amount payable as indemnity hereunder shall be:

- a) In respect of Reduction In Turnover, the sum produced by applying the Rate of Gross Profit to the Reduction in Turnover during the Indemnity Period.
  
- b) In respect of Increase In Cost Of Working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in
- c) Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Charges and Expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the damage.

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months), the amount payable under this Item shall be proportionately reduced.

**Limit of Liability**

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

**Special Condition****Return of Premium**

In the event of the Gross Profit/Gross Revenue earned (or a proportionately increased multiple hereof when the Maximum Indemnity Period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance as certified by Your auditors, being less than the Sum Insured, We will return a pro-rata premium not exceeding 50% of the premium paid in respect of the difference.

If any damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

**Additional Benefits**

**1. Professional Accountant's Charges**

We extend to cover the reasonable charges to Your professional accountant for producing particulars contained in Your Books of account or other business books, or documents, or any other information or evidence as required by Us for the purpose of investigating or verifying any claim.  
Subject to a maximum limit of S\$5,000.

**2. Accumulated Stocks**

In adjusting any loss, an equitable allowance will be for any reduction in Gross Revenue which is postponed by reason of the revenue being temporarily maintained from accumulated stocks of finished goods, resulting in a shortage of stock after the Indemnity Period has expired.

**3. Alternative Trading**

If during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by You or on Your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**4. Automatic Reinstatement**

The Total Sum Insured shall be automatically reinstated and remain in full force in an event of loss, provided You undertake to pay any additional premium at the agreed rate on the amount of loss calculated on a pro-rate basis from the date of such loss to the expiry of the current Period of Insurance.

**5. Denial of Access**

We extend to cover loss as insured by this Section resulting from interruption of or interference with the Business in consequence of damage to property in the vicinity of the Premises, which shall prevent or hinder the use of the Premises or access thereto, whether Your Premises or Insured Property be damaged or not.

**6. Department**

If the business be conducted in departments for which the independent trading results are ascertainable, the provisions of each item in the Schedule shall apply separately to each department affected by the damage, except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the rate of Gross Revenue for each department of the business (whether affected by the Damage or not) to the relative Annual Revenue thereof, the amount payable shall be proportionately reduced.

**7. Business**

Business interruption arising during the first year of business shall be determined using:

- a) The actual Rate of Gross Profit earned from the start of Business up till the date of property damage.
- b) The proportional equivalent of Annual Turnover, based on actual Turnover realized from the start of Business up till date of property damage
- c) The proportional equivalent of Standard Turnover, based on actual Turnover realized from the start of Business up till date of property damage.
- d) property damage.
- e) The actual Rate of Wages to Turnover from the start of Business up till the date of property damage.

Provided that adjustments will be made as necessary so that the final amount most closely represents the amount of loss based on most probable business experience during the Period of Indemnity.

**8. Public Utilities**

We extend to cover loss as insured by this Section resulting from interruption of or interference with the Business in consequence of damage to property at any Electricity Station or Sub-station, gas or water supply authorities from which You obtain Your direct, immediate supply, provided the failure of supply exceeds a period of 6 hours and Our liability shall only apply to such period in excess of 6 hours.

**9. Property Stored Elsewhere or in Transit**

We extend to cover loss as insured by the Gross Profit item resulting from interruption of or interference with the Business consequent of damage to:

- a) Insured Property whilst stored in Premises of Class 1 Construction anywhere in Singapore (subject to declaration) or
- b) Insured Property whilst in transit by road in Singapore.

The above damage shall be deemed to be loss resulting from damage to property used by You at the Premises.

**10. Plus Provision (20%)**

In the event of 120% of the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any Period of Insurance certified by Your Auditors being in excess of the respective sum insured thereon a pro-rata additional premium not exceeding 20% of the premium paid on such sum insured for each Period of Insurance will be payable in respect of the difference.

It is expressly understood that We shall not under any circumstances be liable in consequence of damage for an amount in excess of 120% of the respective sums insured nor for any amount in excess of the actual loss sustained by You.

## SECTION 3 - MONEY

### The Cover

We will pay You for the loss of Money arising out of a Defined Event which occurred during the Period of Insurance.

### Defined Events

- a) Whilst in transit to or from the Premises or anywhere in Singapore whilst in Your personal or Your authorised employees' custody.
- b) Whilst in the Premises provided that such money is kept in securely locked receptacles after Business Hours.

### Definitions

#### Safe

A burglar resistant container that has been designed to resist fire and attack by hand-held or power operated tools and has been specifically designed for the storage of Money and valuables.

#### Strongroom

A burglar resistant room that has been designed to resist fire and attack by hand-held or power operated tools and has been specifically designed for the storage of Money and valuables.

#### Business Hours

The period You or persons authorized by You are the Premises for the purpose of conducting the Business.

#### Limit of Liability

Our liability in respect of any one loss or a series of losses arising from or attributed to one cause shall in no case exceed the sum insured of each insured item expressed in this Section, subject to a maximum amount of S\$5,000 in respect of money in Premises kept in securely locked receptacles other than safe or strongroom after Business Hours.

#### Exclusions (applicable to Section 3)

We do not pay for

1. Loss due to theft, infidelity, fraud or dishonest acts by any of Your director, partner or employee.
2. Loss due to depreciation in value or to the use of counterfeit Money.
3. Shortages due to clerical or accounting error or omission, or mysterious disappearance.
4. Loss from an unattended vehicle.
5. Loss from any room left unattended or unlocked during Business Hours unless contained in a locked safe, drawer, cupboard or desk of which the key has been removed from such room.

#### Additional Benefits (applicable to Section 3)

##### 1. Armed Robbery and/or Hold-Up

We extend to cover the risks of Armed Robbery and Hold-up at Your Premises.

##### 2. Automatic Reinstatement of Loss

The Limit of Indemnity shall be automatically reinstated and remain in full force in an event of loss, provided You undertake to pay any additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current Period of Insurance

##### 3. Damage to Safe or Strongroom

We extend to pay for loss of or damage to Your Safe or Strongroom caused by any attempt to remove the contents of such safe and strongroom.

Subject to a maximum limit of S\$5,000.



**4. Employees' or Guest Effects**

We extend to pay for loss of or damage to clothing and personal effects of Your employees or guests caused by robbery, hold-up or attempt threat of the Insured Money.

Subject to a maximum limit of S\$500 per person and S\$5,000 in the aggregate.

**5. Keys, Locks and Combinations**

We extend to pay the cost of replacement of locks, keys and combinations to Your Premises in the event that the keys/combinations of such locks have been damaged, lost or stolen.

Subject to a maximum limit of S\$5,000.

**6. Money in Private Residences**

We extend to pay for loss of Money in Your (directors/partners/proprietors) personal custody whilst contained in Your private residences.

Subject to a maximum limit of S\$5,000.

**7. Personal Accident Benefits**

If up to two of Your authorised employee (between the ages of 21 and 65) shall sustain bodily injury or death caused by robbery, theft or any attempt whilst carrying Your Money, We will pay in accordance to the Schedule of Benefits as defined hereinafter, provided the injury or death shall be independent of any other cause.

Schedule Benefits	Maximum Benefit (Per Employee)
Death	S\$25,000
Total and irrecoverable loss of all sight in both eyes	S\$25,000
Total loss by physical severance of both hands or feet or one hand and one foot	S\$25,000
Total loss by physical severance of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$25,000
Total and irrecoverable Loss of all sight in one eye	S\$15,000
Total loss by physical severance of one hand or one foot	S\$15,000
Total disablement from engaging in or giving attention to profession or occupation	S\$120 per week for a period not exceeding 52 weeks from the date of the injury
Partial disablement from engaging or giving attention to profession or occupation	\$30 per week for a period not exceeding 52 weeks from the date of the injury

**8. Seasonal Money Accumulation**

We extend to pay up to 2 times the Limit of Liability for any one loss during 7 days running consecutively and immediately following New Year's Day, Hari Raya Haji, Chinese New Year, Good Friday, Labour Day, Vesak Day, National Day, Deepavali, Hari Raya Puasa & Christmas Day.

**9. Travellers Money**

We extend to pay for loss of Money whilst in Your (Director/Proprietor/Partner) personal custody or that of Your authorized employees travelling on business anywhere in the world.

Subject to a maximum limit of S\$1,000 any one loss or S\$5,000 in the aggregate.

**SECTION 4 – PERSONAL ACCIDENT**

**Cover 1 - Death**

We will pay You the percentage in accordance with the Benefits Scale on the Sum Insured as mentioned in the Schedule, if during the Period of Insurance the Insured Person(s) meets with Accidental Bodily Injury that causes death within 12 months.

**Cover 2 -Permanent Disablement**

We will pay You the percentage in accordance with the Benefits Scale on the Sum Insured as specified in the Schedule, if the Insured Person(s) meets with Accidental Bodily Injury during the Period of Insurance and has been proved to Our satisfaction that the disablement is permanent and without expectation of recovery.

Where the Bodily Injury is not indicated in the Benefits Scale, We will after consulting our appointed Doctor, adopt a percentage of disablement without reference to the Insured Person's occupation.

The total percentage of Sum Insured paid or payable under Cover 2 in respect of Bodily Injury due to the same Accident resulting in more than one (1) Benefits cannot exceed 100% of the Sum Insured.

**Cover 3 -Temporary Total Disablement**

If Your Insured Person(s) meets with Accidental Bodily Injury during the Period of Insurance that causes Temporary Total Disablement, We will pay the amount as specified in the Schedule, per week for a maximum of 104 weeks in all.

If Your Insured Person(s) were already suffering from Temporary Partial Disablement before the date Your Insured Person(s) met with Accidental Bodily Injury, then the amount We pay will be reduced by that extent.

We agree that the reduction will be decided by Our appointed Doctor according to the degree of Temporary Partial Disablement from which Your Insured Person(s) were already suffering.

**Cover 4 – Temporary Partial Disablement**

If Your Insured Person(s) meets with Accidental Bodily injury during the Period of Insurance that causes Temporary Partial Disablement, we will pay the amount as specified in the Schedule, per week for a maximum of 104 weeks in all.

**Cover 5 – Medical Expenses**

If Your Insured Person(s) incurred medical expenses in the treatment of Bodily Injury as a result of Accident, We will reimburse You up to the amount as specified in the Schedule Treatment by licensed herbalist, acupuncturist and bonesetter for Bodily Injury other than sprain, will be payable up to a maximum of S\$100 per Accident Insured Person.

No reimbursement will be made for charges incurred as a result of and in respect of any Bodily Injury for which compensation is payable under government law or program or for which Benefits are payable under any other insurance policy except to the event that such charges are not reimbursed by such laws, programs or other policies.

**BENEFITS SCALE**

**TABLE OF BENEFITS**

	<b>DESCRIPTION OF DISABLEMENT</b>	<b>THE COMPENSATION</b>
1.	ACCIDENTAL DEATH	THE CAPITAL SUM INSURED
2.	PERMANENT DISABLEMENT resulting from	<b>PERCENTAGE OF COMPENSATION ON CAPITAL</b>
	Total loss of one or two limbs between shoulder and wrist or hip and ankle Total loss of both hands or of all fingers and both thumbs	100% 100% 100%
	Loss of sight in one eye except perception of light	50% 50%

	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers of one hand	40%
	Loss of thumb	both phalanges 25%
		one phalanx 10%
	Loss of one finger	three phalanges 10%
		two 5%
	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%
3.	MEDICAL EXPENSES	\$500.00

## DEFINITIONS

### Age

Your age next birthday.

### Accident/ Accidental

An unforeseen and unexpected event of an accidental nature, which shall independently of any other cause, be the sole and direct cause of Bodily Injury.

### Air Travel

Mounting into, travelling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew or for the purpose of engaging in any trouble or technical operation in or on the aircraft.

### Bodily Injury

Injury sustained by an Insured Person whilst this Policy is in force and which is solely caused by an Accident and independently of any other cause.

### Permanent Disablement

Disablement of an insured Person when he is completely unable to engage in any gainful occupation or employment for the remainder of his life, after twelve (12) calendar months of continuous total disability which has resulted from Accidental Bodily Injury.

### Temporary Total Disablement

State of incapacity resulting from the Insured Person suffering Bodily Injury, which temporarily totally prevents the Insured Person from engaging in his occupation.

### Temporary Partial Disablement

State of incapacity resulting from the Insured Person suffering Bodily Injury, which temporarily prevents the Insured Person from engaging in a substantial part of his occupation.

### Loss of Use

Loss in terms of physical incapacity or disability and not in terms of professional or occupational incapacity or disability of the Insured Person.

### Loss of Sight

Total and irrecoverable loss of sight, which is beyond remedy by surgical or any other treatment

### Loss of Limb

Physical severance of at least all four fingers in their entirety or permanent total loss of use of an entire arm or hand, physical severance at or above the ankle or permanent total loss of use of an entire leg or foot

### Loss of Hearing

Total and irrecoverable loss of hearing, which is beyond remedy by surgical or any other treatment.

### Loss of Taste, Smell or Speech

Medically certified permanent and irrecoverable loss of the sense of taste, smell or speech, which is beyond remedy by surgical or any other treatment

### **Medical Expenses**

Cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by Doctors, All Hospitals, nursing homes and ambulance charges.

Treatment by herbalist acupuncturist and bonesetter for injury other than sprain will be payable up to a maximum of S\$100 per accident per Insured Person.

### **Hospital**

Any lawfully operated institution for the care and treatment of the sick and injured and/or ill persons and which provides facilities for diagnosis, major surgery and full-time nursing service and is not primarily a rest or convalescent home or similar establishment or other than incidentally a place of alcoholics or drug addicts.

### **Nurse**

Registered nurse or enrolled nurse within the meaning of the Nurses and Midwives Act (Chap.209).

### **Doctor**

Qualified medical practitioner of western medicine holding a valid medical license, granted by the appropriate licensing authority and acting within the scope of his license in Singapore and who is not the Insured Person, employer or employee of the Insured Person, spouse or lineal relatives.

### **Permanent**

Lasting twelve (12) consecutive calendar months from the date of disability and at the expiry of that period being beyond hope of improvement or recovery.

### **Sprain**

Painful injury to a joint caused by a sudden wrenching of its ligaments.

### **Exclusions (Applicable to Section 4)**

We shall not make payment in respect of Death, Disablement or Medical Expenses that arises from or in anyway be linked to any of the followings.

1. Accidental Bodily Injury that Your Insured Person(s) meet with:
  - a. Through committing or attempting to commit an assault or any criminal offence.
  - b. Through suicide or attempted suicide or intentional self injury (whether sane or insane).
  - c. Whilst under the influence of alcohol or drugs, treatment of alcoholism, drug abuse or any other complications arising therefrom.
  - d. Whilst engaging in aviation (such as a crew member or engaging in a trade or technical operation of aircraft) or aerial activities (such as sky diving, hang gliding, paragliding, parachuting).
  - e. Whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
  - f. Whilst engaged in mountaineering or rock or cliff climbing necessitating the use of ropes or guides, and bungee jumping in whatever form.
  - g. Whilst engaging in winter sport (except curling and skating).
  - h. Whilst engaging in underwater activities involving the use of underwater breathing apparatus (except group leisure scuba diving).
  - i. Whilst participating in any racing, speed contest or professional sport.
  - j. Arising out of Your Insured Persons' participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic other than peace time national reservists training.
2. Any cosmetic treatments or interventions that Your Insured Person(s) carry out or have carried out on Your body.
3. Birth control, infertility treatment thereof, pregnancy including childbirth, caesarean operation, abortion, miscarriage and all complications therefrom.
4. HIV (Human Immunodeficiency Virus) and/ or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused. Venereal or sexually transmitted Disease, Infectious Disease and virus infection.

5. Medical condition or complication arising from it which existed before the commencement of the Period of Insurance, or for which care, treatment or advice was sought, recommended by or received from a Doctor or for which a claim has or could have been made under any earlier policy.
6. Your Insured Person who is above 70 years old.
7. Nuclear, Chemical & Biological Terrorism Exclusion  
It is agreed that, regardless of any contributory cause(s), we do not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If We allege that by reason of this exclusion any claim is not covered by this Insurance the burden of proving the contrary shall be upon You or the Insured Person.

### **Special Conditions**

1. Benefit shall only be payable in respect of any one Insured Person under either Cover 1 or 2 in connection with the same accident.
2. On the happening of an accident giving rise to a claim under Cover 1 or 100% Disablement of Cover 2, this Policy will cease to apply to the Insured Person concerned.
3. Benefit payable for loss or loss of use of a whole limb shall not also include Benefit for parts of that limb.
4. No Benefit shall be payable for Loss of Limb or Eye until at least thirteen weeks after the date of the accident and such Benefit shall only be payable if Death does not happen as a result of the accident.
5. No sum payable under this Policy shall carry interest

### **Additional Benefits (applicable to Section 4)**

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the Section.

1. **Disappearance**  
If the body of the Insured Person has not been found within twelve months after the date of disappearance following crashing, sinking or wrecking of the conveyance in which he was travelling or riding at the time of such accident covered by this Policy, it will be presumed that he sustained Bodily Injury which resulted in his death at the time of such Accident. If any time after payment by Us, the Insured Person is found living, all sums paid must be refunded to Us.
2. **Exposure**  
We extend to cover Death of the Insured Person when by reason of Accident; he is exposed to violent and severe or prolonged weather conditions and as a result of such exposure suffers Death.
3. **Riot, Strike, Civil Commotion, Hijack, Murder and Assault**  
We extend to cover Death or Disablement sustained by the Insured Person as a result of riot, strike, civil commotion, hijack, murder or assault provided that such injury does not arise out of or in connection with the Insured Person's collaboration or provocation of such act.
4. **Suffocation by Smoke, Poisonous Fumes, Gas and Drowning**  
We extend to cover Death or Disablement sustained by the Insured Person as a result of suffocation by smoke, poisonous fumes, gas or drowning provided that such injury does not arise out of the Insured Person's wilful and intentional act.

## SECTION 5 – PUBLIC LIABILITY

### The Cover

We will indemnify You all sums which You shall become legally liable to pay as damages including claimant's costs and expenses, in respect of accidental bodily injury (including death or disease) to any person and, accidental loss of or damage to property within the Territorial Limits and occurring during the Period of Insurance in connection with the Business specified in the Schedule. We will also pay for all other costs and expenses incurred with Our written consent.

### Basis of Settlement

We will pay All Sums relating to

1. Damages
2. Claimant's costs and expenses
3. All other costs and expenses incurred within Our written consent

### Limit of Liability

Our liability for all claims shall not exceed the Limit of Indemnity stated in the Schedule in respect of one occurrence or series of occurrences consequent upon one original cause in respect of all bodily injury, loss or damage and is unlimited in any one Period of insurance in respect of all occurrences.

The Limit of indemnity shall be deemed to be inclusive of all legal costs, charges and expenses incurred by either You or Us with Our written consent and all legal costs, charges and expenses recoverable from You by any claimant.

### Definitions

#### You/Named Insured

1. Any named Insured.
2. Any of Your director, partner or employee but only whilst acting within the scope of their duties in such capacity.
3. Where more than one party comprises the Insured, each of the parties shall be considered as a separate and distinct entity and the word 'Insured' will be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this Clause will operate to increase Our liability.

#### Territorial Limits (unless otherwise specified in the Schedule)

1. Anywhere within Singapore.
2. Elsewhere in the world in connection with business/commercial travels or visits by Your employees in respect of non-manual works.

#### Vehicle

Any type of machine (including its attachments) on wheels or on self-laid tracks made or intended to be propelled by other than animal or manual power of monorail.

#### Business

The business specified in the Schedule and includes the provision and management of Canteen, social, sports, welfare and child care facilities for the benefit of Your employees, members or guests, as well as first aid, medical, fire and ambulance services provided by You.

#### Property Held in Trust by or in Your Custody and Control

Shall not include Premises at which You are undertaking decoration, alteration or repair.

### Exclusions (applicable to Section 5)

We will not pay for any liability in respect of

1. Injury or Damage to property caused by or arising in connection with the ownership, possession or use by or on Your behalf of mechanically propelled vehicles, locomotives, aircraft, aerial devices, hovercraft or water-borne craft.
2. Injury to Your Employee.
3. Any claim arising under any Work Injury Compensation law.
4. Injury or Damage to property caused by vibration or the removal or weakening of or interference with support to land buildings or any other property.
5. Damage to property belonging to or held in trust by You or in Your custody or control
6. Damage to the part of any property worked upon and arising out of such work.
7. Claims arising out of products supplied except for food and drink supplied by You in canteens, sports and social clubs provided by You for the use of Employees.
8. Claims arising out of liability assumed by You under agreement unless such liability would have attached in the absence of such agreement.
9. Claims arising out of a breach of the duty owed in Your professional capacity.
10. Claims arising out of advice, design or specification.
11. Liability for rectifying faulty workmanship (but not the consequence of such faulty workmanship).
12. Fines, penalties or punitive exemplary aggravated or multiple damages.
13. Injury or Damage caused by Your ownership, maintenance or use of any Vehicle in respect of which registration and/or insurance is required by virtue of any legislation.
14. Injury or Damage caused by or resulting from explosion of any boiler or other apparatus owned or used by You which is intended to operate under internal pressure due to steam.
15. Injury or Damage directly or indirectly caused by or through or in consequence of pollution or contamination unless such pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

Notwithstanding the above, We will not pay for any cost or expense arising out of removing, nullifying or cleaning-up seeping, discharged, dispersed, released, escaped, polluting or contaminating substances.

16. Any claim, loss, suit, injury, damage, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from, associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
  - a. Any Fungus (i), Mold(s), mildew or yeast, or
  - b. Any Spore(s) or toxins created or produced by or emanating from such fungus(i), mold(s), mildew or yeast, or
  - c. Any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of any fungus(i), mold(s), mildew or yeast, or
  - d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid  
within such material, product, building, component, building or structure, that contains, harbours, nurtures or acts as a medium of any fungus (i), mold(s), mildew, yeast, or spore(s) or toxins emanating therefrom.

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

For the purpose of this exclusion, the following definitions are added to the Policy.

Fungus (i) includes, but is not limited to, any plants or organisms belonging to the major group of Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produced molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any fungus (i), mold(s), mildew, plants, organisms or microorganisms.

17. Injury or Damage directly or indirectly arising out of or in consequence of, or in anyway involving asbestos, or any materials containing asbestos in whatever form or quantity.
18. Any claim or loss based upon, arising out of, or attributable to Your profession or incident or any activities and/or business conducted and/or transacted via the Internet, Extranet and/or via the Your own website, Internet site, web address and/or via the transmission of electronic mail or documents or transactions via electronic means.

#### **Additional Benefits (Applicable to Section 5)**

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the Section.

1. Alterations and Repairs

Workmen are allowed in or about any Premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

2. Car Park Liability

We extend to cover Your legal liability in respect of loss or damage to vehicles under Your control or Your parking attendants whilst in Your car park, provided such loss or damage is not covered by any other insurance.

3. Cross liability Clause

For the purpose of this Policy, each of the parties comprising the Insured shall be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and We agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which a claim is made hereunder.

The inclusion herein of more than one insured shall not operate to increase the limits of Our liability hereunder.

4. Defective Sanitary Arrangement

We extend to cover Your legal liability in respect of accidental bodily injury to any person or accidental damage to property caused by defective sanitary arrangements, provided that the sanitary pipes are checked by a competent person at regular intervals.

5. Demonstration, Exhibition and Promotion We extend to cover Your legal liability in respect of accidental bodily injury to any person or accidental loss or damage to property happening whilst You are holding demonstration and/or exhibition and/or promotion anywhere in Singapore.

6. Employees' or Guests' Effects

We extend to cover Your legal liability in respect of clothing and/or personal effects of Your employees or guests. Subject to a maximum limit of S\$250 per person and S\$1,000 in the aggregate.

7. Employee Training

We extend to include the liability of Your employees whilst undergoing training within the geographical limit covered under the policy.

8. False Arrest

We extend to cover Your legal liability in respect of accidental bodily injury relating to false arrest, false imprisonment, wrongful eviction, assault, batter, wrongful detention, prosecution and humiliation provided such acts are not wilful.

9. First Aid Facilities

We extend to cover Your legal liability arising out of Your provision of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.



10. Food and Drinks

We extend to cover Your legal liability in respect of death or bodily injury caused by foreign or deleterious matter in food and drink sold or supplied by You at or from Your Premises.

Subject to Our maximum liability being the Policy Limit of Indemnity or S\$1,000,000 whichever is the lesser, for any one occurrence or in the aggregate any one Period of Insurance.

11. Indemnity to Directors and Executives

We extend to cover any claim made upon any of Your Director and/or Executive, provided that the claim is such that if made upon You would be covered under this Policy, and We will indemnify the said director and/or executive of Yours in respect of such claim.

Provided that:-

- a. Such Director and/or Executive is not entitled to indemnity under any other policy or policies.
- b. The extension by this Benefit shall not apply to or include liability in respect of injury to any person under a contract of services or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- c. Such Director and/or Executive shall as though he were the Insured observe, fulfill and be subject to the terms, exclusions, limits and conditions of this Policy so far as they can apply.

12. Independent Contractor's liability

We extend to cover Your legal liability in respect of acts of independent contractors arising out of the performance of work undertaken by such independent contractors at Your Premises, subject to no other more specific insurance covering the same.

13. Liability of Students on Attachment/Trainees We extend to include the liability of the students whilst undergoing attachment/ trainees within the geographical limit covered under the Policy.

14. Loading and Unloading of Vehicles

We extend to cover Your legal liability in respect of accidental bodily injury to any person or accidental damage to property arising out of in the course of loading or unloading operation from a stationary vehicle including delivery or collection of the load from or to the vehicle.

15. Neon or Advertising Signs

We extend to cover Your legal liability arising out of accidents caused by Your Neon/ Advertising Signs installations, provided that You shall comply with all statutory enactment bye-laws and regulations. You shall at all times ensure that the Neon/Advertising Signs installations are kept in a proper state of repair, make good any defect discovered and take additional precautions for the prevention of accidents as the circumstances may require.

16. Non-Owned and Hired Vehicle

We extend to cover Your legal liability arising out of the use of motor vehicle non-owned or hired to You, provided that if there is any other insurance applicable to the occurrence or claim, then We shall only be liable in respect of any excess beyond the amount which would be payable under such other insurance

17. Plant and Machinery

We extend to cover liability arising from the use or ownership of all plant and machinery used in connection with the business, provided such plant and machinery are not used in circumstances in which the law requires compulsory insurances.

18. Private Work for Directors or Executives We extend to indemnify You and any of Your Director or Executive in respect of the employment on private duties of any of Your employee by such director or executive.

Provided that:-

- a. Such Director and/or Executive is not entitled to be indemnified under any other Policy.
- b. The Benefit shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the director and/or executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.

19. Property Owners liability

We extend to cover Your legal liability as property owners.

20. Social Sports and Recreation (within Singapore only)

The insured shall be deemed to include the committee and members of any social, sports club or recreation operated for the benefit of Your employees and Your Business shall be deemed to include such activities.

21. Tenant's liability

We extend to cover Your legal liability in respect of accidental loss or damage caused to any Premises (including fixtures and fittings) leased or rented to You and under Your charge or control.

The cover page features a white background with two large, overlapping geometric shapes. On the left, a dark blue triangle points towards the right. On the right, a light grey triangle points towards the left. The text is positioned within these shapes.

# **WICI 2019 POLICY**

**APPROVED WORK INJURY  
COMPENSATION ACT 2019  
INSURANCE POLICY**

**SECTION 6 – APPROVED COMPULSORY POLICY (WORK INJURY COMPENSATION ACT 2019)**

Compulsory terms

- 2.—(1) The compulsory terms of an approved policy for the purposes of section 26(1)(a) of the Act —
- (a) are those prescribed in Part 1 of the First Schedule; and
  - (b) includes the Schedule to the approved policy set out in Part 2 of the First Schedule, duly completed in respect of each employer insured under the approved policy and signed and dated by or on behalf of each of those employers and the insurer.
- (2) Subject to section 26(1)(b) and (3) of the Act, an approved policy —
- (a) must not commence before 1 September 2020; and
  - (b) may provide additional insurance cover for an employer’s liability to pay compensation for work injury of the employer’s employee, including such liability under common law or any other written law.
- (3) The compulsory terms may be included in the approved policy with slight variations that do not affect their substance or coverage.

LIMIT OF LIABILITY AT COMMON LAW

The liability of the Company in respect of Common Law Claims shall be limited to S\$10,000,000 any one claim or series of claims arising out of one event

**FIRST SCHEDULE**

1. This policy (hereinafter called the ‘Policy’) is issued as an approved policy under the Work Injury Compensation Act 2019.

2. INTERPRETATION

(1) References to “Act” in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time.

(2) References to “the Legislation” in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.

(3) Words used in the Policy have the meanings given by the Legislation.

(4) References to “Terms of this Policy” mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act.

(5) The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy.

(6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule.

(7) The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule.

(8) References to "Relevant Injury" in this Policy mean death or personal injury —

(a) sustained by an employee that is caused by an accident that —

- (i) arises out of or in the course of the employee's employment with the Insured and
- (ii) occurs during the Period of Insurance; or (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee's employment with the Insured during the Period of Insurance.

(9) References to "the employee's employment with the Insured" in this Policy include work done by the employee for another person while the employee's services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).

(10) References to "earnings" have the meaning given by the Act.

(11) References to "actual Annual Earnings" in this Policy mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the 12 months immediately before the Commencement Date of the Policy.

(12) References to "estimated Annual Earnings" in this Policy mean an estimate of the actual Annual Earnings.

3. WHEREAS the Insured is carrying on the Business described in the Schedule, and has (a) submitted a Proposal to the Company for the insurance under this Policy and (b) paid or agreed to pay the premium stated in the Schedule as consideration for such insurance, this Policy incorporates the Schedule and the Proposal, which shall be read together as one contract.

4. NOW if any employee described in the Schedule in the Insured's employment has a Relevant Injury the Company will, subject to the Terms of this Policy, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.

5. In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall observe, comply with, fulfil and be subject to the Terms of this Policy as though they were the Insured in so far as the Terms of the Policy can apply.

6. PROVIDED ALWAYS that —

(a) In the event of any change in the Legislation the Company reserves the right to cancel this Policy in accordance with clause 10(9) of this Policy or allow the Policy to remain in force and charge reasonable additional premium therefor.

(b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Nature or Type of Business or Job Category in the Proposal, the Company may avoid the contract and refuse all claims.

7. JURISDICTION

(1) This Policy is governed by the laws of the Republic of Singapore.

(2) The indemnity under this Policy does not apply in respect of judgments delivered by or obtained from a court or tribunal of a jurisdiction outside Singapore.

8. RECOVERY FROM INSURED

(1) Where the Company pays any amount under this Policy that an Insured is liable to pay under the Legislation, the Company shall have the right to recover from the Insured —

(a) where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by the Company which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated material facts;

(b) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim;

(c) where the Insured breaches any obligation under clause 10 of this Policy, the amount paid by the Company on behalf of the Insured which is attributable to that breach.

(2) For the avoidance of doubt —

(a) material facts under clause 8(1)(a) of this Policy include but are not limited to the Nature and Type of the Business or Job Category required to be stated in the Schedule.

(b) clause 8(1)(a) of this Policy does not confer any right of recovery where the amount paid is in relation to the employee's activities that are incidental to the Job Category stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category stated in this Schedule.

9. EXCEPTIONS

(1) The Company shall not be liable in respect of —

(a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;

(b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- (ii) any act of terrorism including but not limited to —

(A) the use of threat of force, violence; and/or

(B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;

(c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy.

(d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from —

- (i) nuclear weapons material; or
- (ii) (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;

(e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;

(f) any claims based upon or arising out of asbestosis and mesothelioma.

(2) Clause 9(1)(c) of this Policy does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

## 10. CONDITIONS

(1) In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Policy.

(2) The Policyholder warrants and shall be deemed to have the authority to enter into this Policy either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorised by all other Insured under this Policy to make such declarations or disclosures as the Company requires on their behalf.

On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy.

(3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

(4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.

(5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation. Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.

(6) No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company.

(7) The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as the Company may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation.

(8) The Insured must notify the Company immediately if the Nature and the Type of the Business or Job Category as described in the Schedule has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the type of changes in the Nature and the Type of Business and the date of the change. Where the Insured corrects an inaccuracy in the description of the Business in the Schedule by notifying the Company of the change, the Company may adjust the premium to an amount reasonably payable for the Insured's risk profile applicable to its proper description of Business.

(9) The Company may cancel this Policy by giving 14 days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of [\$50\*] by the Insured.

The Insured may cancel this Policy by giving 7 days' written notice to the Company and provided no claim has arisen during the period during which the Policy had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which the Policy had been in force subject to any adjustment of premium required by the Terms of this Policy and subject to a minimum premium payment of [\$50\*] by the Insured.

(10) Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against the Company.



(11) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act 2001 to enforce any of its terms. 11.

## DATA GOVERNANCE

(1) The Insured agrees and gives consent for the Company to verify the following information about the Insured with governmental or regulatory authorities, for the purposes of processing, underwriting, administering and managing the Policy with the Company:

(a) workforce size and aggregated payroll for all, or any class of employees;

(b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.

(2) The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to the Policy to the Insured's insurance intermediaries and the Company's authorised agents and service providers) for purposes relating to or incidental to the Insured's claims under the Policy or in accordance with the Legislation

## 12. PREMIUM ADJUSTMENT AND DECLARATION OF EARNINGS

(1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

(2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of \$50 by the Insured.

(3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.

(4) The Insured shall without demand and within a month after the expiry date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

## 13. AVERAGE CONDITION

(1) If the estimated Annual Earnings declared by the Insured are less than the actual Annual Earnings, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Annual Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly.

(2) In the event the Company is required to make any payment to the claimant by virtue of its obligations under the Legislation, the Company shall pay the claimant the compensation in full but reserve the right to recover the rateable amount of the liability mentioned in clause 13(1).

#### 14. PREMIUM PAYMENT WARRANTY

(1) Despite anything in this Policy but subject to clause 14(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days+ of the Commencement Date of the Policy, Renewal Certificate or Cover Note.

(2) In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day+ period referred to above, then:

(a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day+ period;

(b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

(c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of [\$25\*].

(3) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance+.

#### 15. POLICY OWNERS' PROTECTION SCHEME

This Policy is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Policy under the Policy Owners' Protection Scheme is automatic and requires no further action from the Insured. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the Company or visit SDIC website (<https://www.sdic.org.sg/>).

#### NO AVOIDANCE OF COMPULSORY TERMS

Nothing in this Policy (including the Schedule and the Proposal) or any memorandum or endorsement affects the compulsory terms prescribed under section 26(2) of the Act.

\*The Insurer may substitute a lower amount. +The Insurer may substitute a shorter period of not less than 14 days.

## SECTION 7 – FIRE & EXTRANEIOUS PERILS

### The Cover

We will pay You the cost of repair, replacement or reinstatement of the Insured Property, in the event of loss or damage to the Insured Property by an Insured Peril specified by this Section during the Period of Insurance.

### Scope of Coverage

We will pay You for any damage or loss of the Insured Property, that consists of: -

- (a) Any building(s) including walls, retaining walls, fences, gates, signs, lights, underground and above ground services and site improvements
- (b) Any fixtures, fitting, furnishing and office equipment
- (c) Any computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding S\$50,000 or 5% of Sum Insured, whichever is the lesser amount);
- (d) Any stock in trade including raw materials, works in progress and packing materials;
- (e) Any plant, machinery, tools of trade and all other mechanical or electrical equipment;
- (f) Any patterns, models, moulds, plans and designs and like property that continue to be commercially useful to the Insured for an amount not exceeding S\$7,500 in respect of any on pattern, mould, plan or design, insofar as they are not otherwise insured
- (g) Any employee's pedal cycles, clothing, tools and other personal effects for an amount not exceeding S\$2,500 in respect of any one employee; and
- (h) Any visitors' personal effects not exceeding S\$2,500 in respect of any one visitor;

### Basis of Settlement

We will settle the claim based on the cost necessary to repair, replace or reinstate the Insured Property to a condition substantially the same but not better or more extensive than its condition when new, without any deduction for wear, tear or depreciation.

### Limit of Liability

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

### Excess Clause

With regards to loss or damage (other than by fire) to any Insured Building directly caused by any Insured Peril specified by this section, our liability is 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 an Insured peril on the Insured Building; or
- (b) S\$400.00.

Whichever shall be the lower amount

This Excess Clause shall apply separately to:

- (a) Each Insured Building, for which all Insured Buildings at the same address will be regarded as one Building
- (b) Each incident giving rise to such loss or damage and an incident shall not be considered to have concluded until there have been seven consecutive days of freedom from the Insured Peril concerned and then only thereafter shall the Excess Clause apply afresh

### Misdescription or Misrepresentation

If there be any material misdescription of any kind of the Insured Property, or the Premises within which the Insured Property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, We will not be liable under this policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### Reduction of Sum Insured

Upon the happening of any loss, damage or destruction covered by this policy, the Sum Insured in respect of the loss, damaged or destroyed item of property shall immediately stand reduced by the amount paid or payable in respect of such loss, damage or destruction.

## Insured Perils

### Fire or lightning

We will pay You for any loss or damage to the Insured Property caused by fire or lightning subject to the exclusions and special conditions.

#### 1. Explosions

We will pay You for any loss or damage to the Insured Property caused by fire or otherwise directly caused by explosion but excluding loss or damage, to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used.

#### 2. Riot or Strikes

We will pay You for any loss or damage to the Insured Property where the loss or damage is caused by:

- (a) 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 the Special Conditions hereof
- (b) The malicious act of any person (whether or not such an 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 the Special Conditions hereof
- (c) The wilful act of any strike or lock-out worker done in furtherance of a strike or in resistance to a lock-out
- (d) The action of any lawfully constituted authority in suppressing/preventing or in attempting to suppress/prevent any such act or in minimizing the consequences of any such act.

We do not cover:

- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
- (b) Loss or 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 a building
- (e) 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 in a disruption of public peace

#### 3. Bursting or Overflowing of Water Tanks, Apparatus or Pipes

We will pay You for any loss or damage to the Insured Property where the loss or damage is caused by bursting or overflowing of water tanks, apparatus or pipes from within the Insured Building or Premises containing the Insured Building but excluding:

- (a) Loss or damage whilst the Insured Building is untenanted
- (b) Loss or damage by water discharged or leaking from any automatic Sprinkler Installation in the Insured Building, if the leakage or water discharge is caused by:
  - i. Heat due to fire
  - ii. Repairs or alterations to the Insured Building or Premises
  - iii. The Sprinkler Installation being repaired, removed or extended
  - iv. Freezing in the event of the Premises being vacant or unoccupied, or freezing due to Your neglect
  - v. The order of the Government or any municipal, local or other competent authority
  - vi. Subterranean fire
  - vii. Explosion, blowing up of the Insured Building or blasting
  - viii. Defects in the construction or condition of which You are aware
- (c) The first \$200.00 of each and every loss

#### 4. Floods

We will pay You for any loss or damage to the Insured Property where the loss or damage is caused by Flood caused by overflowing or deviation from their 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 Insured Building or Premises containing the Insured Building, but excluding:

- (a) Loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm
- (b) Loss or damage caused by subsidence or landslip

- (c) Loss or damage to fences, gates, goods stored in the open or goods in transit
- (d) The first \$100.00 of each and every loss

5. Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm and Flood

We will pay You for any loss or damage to the Insured Property where the loss or damage is caused by Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm and Flood (including overflow of the sea) but excluding:

- (a) Loss or damage caused by water or rain, whether driven by wind or not, unless the Insured Building or Premises containing the Insured Building first sustains actual damage to the roof or walls by direct force of Earthquakes, Volcanic Eruptions, Hurricanes, Cyclones, Typhoons or Windstorms
  - i. We will then only be liable for such damage to the interior of the Insured Building therein as may be caused by water or rain entering the Insured Building through openings in the roof or walls made by the direct force of Earthquakes, Volcanic Eruptions, Hurricanes, Cyclone, Typhoons or Windstorms
- (b) Consequential loss of any kind other than rent if insured hereby
- (c) Loss or damage caused by hail whether driven by wind or not
- (d) Loss or damage caused by subsidence or landslip except when this is occasioned by one of the Insured Perils covered by this section
- (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings
- (f) Loss or damage to fences, gates, metal smoke stacks, awnings, signs or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit unless specifically and separately insured
- (g) Loss or damage to premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are completed and protected against hurricane, cyclone, typhoon and windstorm

6. Impact By Road Vehicles

We will pay You for any loss or damage to the Insured Property where the loss or damage is caused by impact by road vehicles not belonging to You or under Your control, or any member of Your family, or any person in or upon Your service but excluding the first \$50.00 for each and every loss.

7. Smoke Damage

We will pay You for any loss or damage to the Insured Property where the loss or damage is caused by Smoke Damage due to a sudden, unusual and faulty operation of any heating or cooking unit in Your Insured Building, provided that such unit is connected to a chimney by a smoke pipe or vent pipe, but excluding loss or damage from smoke from fire places or industrial apparatus.

8. Spontaneous Combustion

We will pay You for any loss or damage to the Insured Property occasioned by its own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process.

**Exclusions**

1. Unless otherwise stated in the Schedule, We do not cover:

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curio or work of art for an amount exceeding \$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 accounts or other business books or computer systems records
- (f) Explosives

2. We do not cover any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which is caused by any of the above Insured Perils, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

3. We do not cover any loss or damage to the Insured Property which is insured by any Marine Policy or Policies, except in respect of any excess beyond the amount which would be payable under the Marine Policy or Policies had this insurance not been effected

4. We do not cover any loss or damage caused by pollution or contamination which means the discharge, dispersal, release or escape of any type of pollutant or contaminant into or upon property, land atmosphere or any water course or body of water (including ground water) to the Insured Property, except where caused directly by one of the following listed Insured Perils:

Fire, Lightning, Explosions, Riot and Strike, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Sprinkler Leakage, Flood, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm, Impact by Road Vehicles, Smoke Damage and Spontaneous Combustion.

5. We do not cover any loss or damage caused by mold, mildew, fungus or spores of any type, nature or description, except where caused by directly by one of the following listed Insured Perils

Fire, Lightning, Explosions, Riot and Strike, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Sprinkler Leakage, Flood, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm, Impact by Road Vehicles, Smoke Damage and Spontaneous Combustion.

You must report to Us the existence and cost of the physical loss or damage by the mold, mildew, fungus or spores as soon as practicable, but no later than six months after the Listed peril first caused the any physical loss or damage to the Insured Property during the Policy Period.

We will not pay for any physical loss or damage caused by mold, mildew, fungus or spores first reported to Us after that six month period.

## SECTION 8 – FIDELITY GUARANTEE

The Company will pay for loss of Money or other property, belonging to You or for which You are legally responsible as a direct result of any act of fraud or dishonesty committed by an Insured Employee (whether acting alone or in collusion with others) which occurs during the Period of Insurance and during the uninterrupted service of Your Insured Employee and is discovered and notified to Us within 6 months of such act, up to the Amount Guaranteed shown in the Schedule.

All losses in respect of the one event or series of events arising directly from any act of fraud or dishonesty committed during the Period of Insurance shall be deemed to be one event.

The Amount Guaranteed is reduced by any payment made or due to be made under this Section during any one Period of Insurance

### Definitions

Insured Employee

Any person employed by or apprenticed to you or Your Executive Director or officer whom You have the right to direct in the course of the Business shown as Insured in the Schedule.

### Limit of Liability

Our liability is limited to the Amount Guaranteed as stated in the Schedule for any one Employee and for any loss that arises out of one event, and for all losses in total during the Period of Insurance. We will not pay in total more than the Amount Guaranteed for all Employees.

### Exclusions (applicable to Section 8)

We will not pay

1. If the nature of Your Business is changed unless it is notified and agreed by Us.
2. If reasonable precautions and checks for securing accuracy of accounts and stock level are not duly observed.

### Special Conditions

#### 1. Discovery

Once You become aware of or have reason to suspect an Insured Employee has committed an act of fraud or dishonesty, We will not be liable for any further loss due to any act of fraud or dishonesty committed by such Insured Employee after such discovery.

#### 2. Acquisitions

This Section does not cover any company or other legal entity acquired by You during the Period of Insurance unless it has been reported to and agreed by Us.

#### 3. Proof of Loss

We will not be liable for losses where You are unable to identify the Insured Employee responsible.

#### 4. Recoveries

Following an insured loss, You will to the extent allowed by law, retain all monies and other assets due to the Insured Employee which caused the insured event and will treat such monies or assets as a deduction from the claim.

#### 5. Auditors

Your auditors may certify from Your books any detail required by Us in connection with the loss. Their certificate will be prima facie evidence of such loss

## **Additional Benefits (Applicable to Section 8)**

### **1. Professional Accountant's Charges**

We extend to cover the reasonable charges of Your Professional Accountant for producing particulars contained in Your Books of account or other business books, or documents, or any information or evidence as required by Us for the purpose of investigating or verifying any claim.

Subject to a maximum limit of S\$5,000

### **2. Automatic Inclusion and Deletion**

We provide automatic cover for any new employees whom You may engage during the Period of insurance based on the Amount Guaranteed as stated in the Schedule provided that such employees shall be within occupation categories similar in nature to those presently insured under this Policy.

We also provide for automatic deletion of an existing employee the day he leaves Your employment.

Subject to You declaring to Us the actual number of employees hereby insured at the end of the Period of Insurance and We will adjust the premium accordingly.

### **3. One Automatic Reinstatement of Loss**

In an event of loss, We will automatically reinstate to the Amount Guaranteed by the loss amount in respect of Your Insured Employees not involved in the claim. This reinstatement will only apply once and to the acts of fraud or dishonesty committed subsequent to the date of loss notification. Provided You undertake to pay additional premium calculated on the amount reinstated. Subject to a maximum limit of S\$500,000 any one reinstatement.



## SECTION 9 – PLATE GLASS

### The Cover

We will pay You the cost of replacement of the broken glass of similar quality including the reasonable cost of any necessary boarding up incurred, or at Our option pay You the value of the broken glass, in consequence of any breakage not excluded by this Section.

### Definitions

#### Glass

Any fixed glass.

### Limit of Liability

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

### Exclusions (applicable to Section 9)

We do not pay for

1. Breakage by or arising out of fire or preventive or salvage operations consequent thereon, explosion, earthquake, volcanic eruption or flood.
2. Cost in respect of lettering, painting, embossing, silvering, ornamental work, bent, stained, unless otherwise specifically insured.
3. Breakage of or damage to frames or framework of any description.
4. Breakage due to dilapidations of frames or framework.
5. Cost of removing or replacing fixtures or fittings.

### Special Condition

#### Repositioning of the Insured Glass

The Insured Glass is only covered whilst it remains in the position in which it is fixed and provided no step is taken to remove such Glass, change its position or carry out any work or alteration to it or its framework beadings or other fittings. Showcases may be removed in the same Premises provided the Insured Glass therein remains in its fixed position but We shall not be liable for breakage during such removal.

### Additional Benefits (applicable to Section 9)

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the Section.

#### 1. Automatic Reinstatement of loss

The Total Sum Insured shall be automatically reinstated and remain in full force in an event of loss, provided You undertake to pay any additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current Period of Insurance.

#### 2. Cost of Demolition, Removal of Debris, Clearing and Erection of Hoarding Clause

We extend to cover costs necessarily incurred by You in respect of the demolition of building and/or removal of debris from the site, and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destructions of or damage to the Insured Property by fire or any other perils hereby insured against.

Subject to a maximum limit of 10% of loss or S\$10,000 whichever is the lesser.

3. Errors and Omissions Clause

This Policy shall not be invalidated by an unintentional and/or inadvertent omission error incorrect valuation or incorrect description of the interests risk or property provided You notify Us as soon as practicable upon discovery of such error or omission.

4. Payment on Account

In the event of the occurrence of a loss under this insurance, We will pay You on account in respect of such loss if desired.

Subject to a maximum limit of S\$5,000.

5. Misdescription

This insurance shall not be prejudiced by any alteration or misdescription of occupancy provided You shall notify Us immediately once You become aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

Subject to a maximum limit of 10% of Sum Insured or S\$200,000 whichever is the lesser.

6. Non-Invalidation

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the aforementioned Premises not occupied by You whether constituting an increase in risk or not, provided that You shall immediately inform Us once You become aware thereof any such action or omission and pay such reasonable additional premium as We may require.

## SECTION 10 - BURGLARY

### The Cover

We will pay You the cost of repair, replacement or reinstatement of the Insured Property in the event of loss or damage to the Insured Property or Premises by Theft or any attempt thereat, during the Period of Insurance.

### Definitions

Burglary accompanied by an actual forcible and violent entry or exit from the Premises.

### Basis of Settlement

We will settle the claim based on the cost necessary to repair, replace or reinstate the Insured Property to a condition substantially the same as but not better or more extensive than its condition when new, without any deduction for wear, tear or depreciation.

### Limit of Liability

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

### Exclusions

We will not pay for

1. Loss or damage to
  - a. Money or securities, gaming amusement or vending machines or the contents thereof.
  - b. Stained plates, toughened or laminated glass or any glass otherwise insured.
  - c. Any part of the Property while in any garden, yard or outbuilding unless specified in the Schedule.
2. Loss or damage expedited or in anyway brought about by You or any member of Your family household or business staff or by any person lawfully on the Premises.
3. Loss or damage caused by or consequent upon fire or explosion.

### Additional Benefits

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the Section.

#### 1. All Other Contents

We extend to cover:-

- a. Money Securities and Stamps for an amount not exceeding S\$1,000.
- b. Documents, Manuscripts and Business Books but only for the value of the material as Stationery together with the cost of clerical labour expended in writing up and not for the value to You of the Information contained therein for an amount 10% of Sum Insured, maximum S\$20,000 in respect of any one Document Manuscript or Business Book.
- c. Computer Systems Records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein for an amount 10% of Sum Insured, maximum S\$20,000.
- d. Patterns, Models, Moulds, Plans and Designs for an amount not exceeding S\$1,000 in respect of any one Pattern Model, Mould Plan or Design.
- e. Employees' Pedal Cycles, Clothing, Tools and other personal effects for an amount S\$250 per employee, S\$5,000 in the aggregate.

#### 2. Alterations and Repairs

Workmen are allowed in or about any Premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

3. Appraisalment

If the aggregate claim for any one loss destruction or damage does not exceed S\$10,000 or 10% of the Sum Insured, whichever is the lesser amount by the Item or Items affected, no special inventory or appraisalment of the undamaged property shall be required.

If two or more buildings are included in a single item, this Benefit shall apply to the range of buildings and/or contents by the Item or Items affected.

Subject to a maximum limit of 10% of Sum Insured or S\$10,000 whichever is the lesser.

4. Armed Robbery and Hold-Up

We extend to cover the risks of Armed Robbery and Hold-up at your Premises

5. Automatic Reinstatement of Loss

The total Sum Insured shall be automatically reinstated and remain in full force in an event of loss, provided You undertake to pay any additional premium at the agreed rate on the amount of loss calculated on a pro-rate basis from the date of such loss to the expiry of the current Period of Insurance.

6. Breach of Conditions and/ or Warranties

The conditions and warranties of this policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any conditions or warranty shall void their respective section only and not affect the other sections of the policy in respect of the other risks, provided the breach of the within warranties are without Your knowledge or consent and You shall notify Us immediately once You are aware of such breach.

7. Capital Additions

We extend to cover alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to Insured Property provided that You undertake to advise Us each quarter of such alterations, additions and improvements, and pay the appropriate additional premium required.

Subject to a maximum limit of 10% Sum Insured or S\$50,000 whichever is the lesser.

8. Contract Price

In respect only of goods sold but not delivered for which You are responsible under the condition of sale, and the sale contract is cancelled by reason of the Insured loss or damage, Our liability shall be based on the contract price of the goods lost or damage. For the purpose of Average, the value of all goods to which this Benefit would in the event of loss or damage be applicable shall be ascertained on the same basis.

9. Cost of Temporary Relocation

We extend to cover the cost of Temporary relocation reasonably necessary for the safety and protection of the Premises pending repair or replacement of damage caused by an insured peril.

Subject to a maximum limit of 10% of loss or S\$10,000 whichever is the lesser.

10. Description of Insured Property

Where any doubt arises as to the definition under which any property is included for the basis of settlement. We agree to accept the designation of such property as may have been included in Your books.

#### 11. Errors and Omissions Clause

This policy shall not be invalidated by an unintentional and/ or inadvertent omission error incorrect valuation or incorrect description of the interest risk or property provided You notify Us as soon as practicable upon discovery of such error or omission.

#### 12. First loss (if applicable)

If insurance is arranged on the basis of First Loss up to Sum Insured stated in the Schedule, the Average Condition shall not apply in the event of a loss.

#### 13. Loss Notification

This insurance will be prejudiced by any inadvertent delays, errors or omissions in notifying Us of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

#### 14. Misdescription

This insurance shall not be prejudiced by any alteration or misdescription of occupancy provided You shall notify Us immediately once You become aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

#### 15. New location

We extend to cover any new location of Class 1 Construction occupied by You, provided that You shall notify Us within 60 days from the date of occupation of the Premises and undertake to pay Us the appropriate additional premium required.

Subject to a maximum limit of 10% of Sum Insured or S\$100,000 any one location whichever is the lesser.

#### 16. Non-Invalidation

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the aforementioned Premises not occupied by You whether constituting an increase in risk or not, provided that You shall immediately inform Us once You become aware thereof and shall of such alteration and pay such reasonable additional premium as We may require

#### 17. Payment on Account

In the event of the occurrence of a loss under this insurance, We will pay You on account in respect of such loss if desired.

#### 18. Replacement Value (not applicable to Stock)

We shall pay the cost of replacing or reinstating the Insured Property of the same kind or type but not superior to or more extensive than the Insured Property when new, provided:

- a. The work of replacement or reinstatement must be commenced and carried out with reasonable dispatch.
- b. If at the time of reinstatement, the sum representing 85% of the total reinstatement cost which would have been incurred if the whole of the Insured Property had been destroyed, exceeds the sum insured thereon at the time of the loss, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.
- c. Other insurance covering any Insured Property at the time of its loss, destruction or damage also provides the same basis of reinstatement or replacement.

#### 19. Temporary Removal

We extend to cover the Insured Property (other than stock) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose to any other Premises and in transit thereto and therefrom by road, rail or inland waterway within Singapore.

Subject to a maximum limit of 10% of Sum Insured or S\$25,000 whichever is the lesser.

20. Vehicle load

We extend to cover the Insurer Property being left loaded overnight in any securely locked vehicles whilst in the Premises.

Subject to a maximum limit of 10% of Sum Insured or S\$25,000 whichever is the lesser.

## SECTION 11 – ELECTRONIC EQUIPMENT

### A. Material Damage

#### The Cover

We will pay for the cost of repair or replacement or reinstatement of the Electronic Data Processing (EDP) equipment caused by any unforeseen and sudden physical loss or damage whilst 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 during subsequent re-erection, but in any case only after successful commissioning.

#### Basis of Settlement

In cases where damage to an insured item can be repaired, We shall 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 You, We shall 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 shall be taken into account.

If the costs of repairs as detailed herein above 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 below.

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

In cases where an insured EDP equipment is destroyed, We shall pay the actual cost of a new equivalent with no deduction for depreciation. We shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account.

The destroyed item shall no longer be covered under this Section, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the Schedule. Any extra charges incurred for overtime, night work, and work on public holidays or express freight shall be covered by this Section only if specially agreed in writing. The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Section.

#### Limit of Liability

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

The Sum Insured is to be equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including freight, customs duties and dues, if any, and erection costs.

#### Exclusions

We will not pay for

1. Loss or damage directly or indirectly caused by or arising from
  - a. Faults or defects existing at the time of commencement of this Section.
  - b. Failure or interruption of any gas, water or electricity service or supply.
2. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, encrustation) or of gradual deterioration due to atmospheric conditions.

3. Loss or damage for which the manufacturer or supplier is responsible.
4. 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
5. Any costs incurred in connection with
  - a. The elimination of functional failures, unless such failures were caused by an indefinable loss of or damage to the insured items.
  - b. The maintenance of the insured items, such exclusion also applies to parts exchanged in the course of such maintenance operations.
6.
  - a. Expendable parts such as but not limited to valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media.
  - b. Aesthetic defects such as scratches on painted, polished or enamelled surfaces.

We shall provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the Insured Property.

7. Consequential loss or liability of any kind.

#### **Warranty for Maintenance Contract/Services**

We will only indemnify You provided there is a Maintenance Contract/Services in force during the period of the Policy for the EDP equipment

Maintenance Contract/Services refers to

1. Safety Checks.
2. Preventive Maintenance.
3. Rectification of loss or damage or faults arising from normal operation as well as from ageing, such as by repair or replacing of modules, sections, assemblies and components.
4. Elimination of damage or troubles having occurred as a result of normal operation or wear and tear and requiring repair or replacement of components, modules and parts.

We will not pay for the cost of such maintenance work.

#### **B. External Data Media**

If the specified external data media inclusive of the information stored thereon, suffer any material damage payable under Section SA (Material Damage), We will pay You in respect of expenses incurred up to an amount not exceeding that stated in the Schedule for reconstruction and re-recording of such information.

#### **Basis of Settlement**

We shall pay for any expenses that can be proven to have been incurred by You within a period of 12 months as from the date of the 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 We shall only be liable to pay for the expenses incurred for replacing the lost or damaged data media themselves by new material.

#### **Limit of Liability**



Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

The Sum Insured is to be equal to the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing loss information.

### **Exclusions**

We will not pay for

1. 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.
2. Consequential loss of any kind.

### **C. Increased Cost of Working**

We will pay You any additional expenditure incurred for the use of substitute EDP equipment during the Indemnity Period if the Material Damage payable under Section SA (Material Damage) gives rise to a total or partial interruption of operation of the EDP equipment entered in the Schedule. Provided always that such interruption occurs during the Period of Insurance and the Insurers' liability shall not exceed the Sum Insured stated in the Schedule.

The Indemnity Period shall commence as soon as the substitute equipment is put into use or after the expiry of the time excess (if applicable).

Maximum Indemnity Period: Period as stated in the Schedule.

### **Definitions**

Time Excess (if applicable)

The period specified in the Schedule commencing from the beginning of the interruption or interference of the Business resulting in a claim under this Policy, during which We will not be liable for the amount of loss.

Basis of Settlement

In event of failure of the EDP equipment insured, We shall be liable for the additional expenditure that can be proven to have been incurred for the period when the use of substitute EDP equipment is essential, but at the most for the Indemnity Period agreed.

Any savings in Cost shall be taken into account when calculating the amount to be paid by Us.

### **Limit of Liability**

Our liability is limited to a sum not exceeding the Sum Insured set against each item or in the whole the Total Sum Insured expressed in this Policy.

The Sum Insured is to be the amount You would incur as additional expenditure for use of substitute EDP equipment of similar performance to the EDP equipment insured.

We will also reimburse You for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this Section, provided that such costs have been incorporated in the Sum Insured.

Exclusions (applicable to Section 11)

We will not be liable for any additional expenditure incurred

1. As a result of restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured.
2. As a result of the necessary funds not being available to You in time for repairing or replacing damaged or destroyed equipment.

## Under Insurance

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, We shall only be liable to pay 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.

## Additional Benefits

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the Section.

### 1. Automatic Cover

We extend to cover additional EDP equipment installed at the Premises during the Period of Insurance, provided:

- a. The Sum Insured are advised to Us within 60 days of installation at the Premises and
- b. Such additional equipment is in a satisfactory working order when installed and
- c. You undertake to pay the additional premium required by Us.

### 2. Automatic Reinstatement of loss

The Total Sum Insured shall be automatically reinstated and remain in full force in an event of loss, provided You undertake to pay any additional premium at the agreed rate on the amount of loss calculated on a pro-rate basis from the date of such loss to the expiry of the current Period of Insurance.

### 3. Loss Notification

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying Us of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

### 4. Measures Taken in Avoidance of Impending Loss or Damage

We extend to pay costs incurred by You in taking reasonable but exceptional measures to avoid or mitigate impending loss or damage indemnifiable by this Section provided that

- a. The impending loss or damage does not stem from any reasonably foreseeable cause and that loss or damage would be natural outcome or be expected in the absence of such measures.
- b. We are satisfied that loss or damage has been avoided or reduced in consequence of the measures taken.

Subject to the amount recoverable being limited to the amount of the loss or damage avoided or reduced calculated in accordance with the terms of Section SA of this Policy.

### 5. New Location

We extend to cover any new location of Class 1 Construction occupied by You, provided that You shall notify Us within 60 days from the date of occupation of the Premises and undertake to pay Us the appropriate additional premium required.

Subject to a maximum limit of 10% of Sum Insured or S\$100,000 any one location whichever is the lesser.

### 6. Removal of Debris

We extend 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 Insured EDP equipment as a result of an insured loss or damage.

Subject to a maximum limit of 10% of Sum Insured or S\$50,000 whichever is the lesser.

### 7. Replacement Value

We shall pay the cost of replacing or reinstating the Insured Property of the same kind or type but not superior to or more extensive than the Insured Property when new, provided:

- a. The work of replacement or reinstatement must be commenced and carried out with reasonable dispatch.
- b. If at the time of reinstatement, the sum representing 85% of the total reinstatement cost which would have been incurred if the whole of the Insured Property had been destroyed, exceeds the Sum Insured thereon at the time

of the loss, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

- c. Other insurance covering any Insured Property at the time of its loss, destruction or damage also provides the same basis of reinstatement or replacement.

#### 8. Temporary Removal

We extend to cover the Insured Property (other than stock) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose to any other Premises and in transit thereto and therefrom by road, rail or inland waterway within Singapore.

Subject to a maximum limit of 10% of Sum Insured or S\$50,000 whichever is the less

## GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

### Applicable to all Sections (unless otherwise specified) of this Policy

If We allege that by reason of these General Exclusions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon You.

#### 1. War, Confiscation or Nuclear Damage

We will not pay for any loss, damage, injury or liability directly or indirectly caused by, related to or in consequence of:

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or the use military or usurped power, acts of terrorism committed by a person or persons acting on behalf of or in connection with any Organisation.

For the purpose of this exception, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

- b) Any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition of or damage to any property.
- c) Ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.

"Nuclear Fuel" means any material which is capable of producing energy by a self-sustaining chain process of nuclear fission.

- d) Nuclear weapons materials.

#### 2. Terrorism (NMA 2920) (Not applicable to Section 4)

We exclude any liability, loss, damage, cost or expense 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 Exclusion, an act of terrorism means an act, including but not limited to the use of 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.

We also exclude any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in anyway relating to any act of terrorism.

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

#### 3. Electronic Data (NMA 2915)

##### A. Electronic Data Exclusion

- a. We do not insure liability, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b. However, in the event that a peril listed below results from any of the matters described in paragraph a. above, We will subject to all its terms, conditions and exclusions, cover physical damage occurring during the Policy period to Insured Property directly caused by such listed peril.

Listed Perils:

Fire, Lightning, Explosion, Riot and Strike, Malicious Damage, Aircraft and Aerial Devices, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Sprinkler Leakage, Flood, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm, Impact by Road Vehicles, Smoke Damage and Spontaneous Combustion.

**B. Electronic Data Processing Media**

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However We do not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

**4. Electronic Data Exclusion NMA 2801**

We do not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/ or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether Your property or not; or
- b. Any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether Your property or not

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence of the loss, damage, cost, claim or expense.

However this clause shall not apply in respect of physical damage occurring at Your insured premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Notwithstanding the above, We do not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not.

The date change to year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purpose of this Policy.

**5. Electronic Data Exclusion (Applicable to Sections 4 to 10)**

We will not indemnify for any claim or legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether Your property or not, occurring at any time to:

- a. Correctly recognize any date as its true calendar date.

- b. 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.
- c. 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.

All other terms and conditions remain the same.

## GENERAL CONDITIONS

Applicable to all Sections of this Policy

Please Note: If You do not observe and fulfill the following conditions, We may cancel the Policy or refuse to pay a claim.

1. Interpretation

This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the schedule shall bear such specific meanings wherever they may appear.

2. Precautions

You will take all reasonable precautions to avoid and minimise injury, loss or damage and to comply with all statutory obligations and Bye-Laws or regulations imposed by any Public Authority for the safety of persons or property.

3. Observance of Terms and Conditions

The observance and fulfilment of these Conditions and Legislation applicable and other terms of the Contract by You are conditions precedent to any of Our liability to make any payment under this Contract.

4. Alteration to Risk

You must notify Us immediately of the followings:

- a. If there is a change in Business, Premises, occupancy or Your duties whereby the risk of loss, damage or accident is increased.
- b. If Premises containing the Insured Property becomes unoccupied and so remains for a period of more than 30 days.
- c. If Your interest in the Insured Property ceases, unless the cessation is brought about by will or operation of law.
- d. If the Business is wound up or carried on by a liquidator or receiver or permanently discontinued.

5. Cancellation rights under the Policy

You may cancel and return this Policy at any time by notifying Us in writing and in which case You will pay a pro-rata proportion of premium for the time this Policy has been in force, subject to a minimum Policy premium of S\$50 (excluding GST).

We may cancel this Policy by sending 30 days' notice by registered letter to Your last known address and in an event of Strikes, Riot & Civil Commotion, we may do so by giving 48 hours written notice of cancellation. In such cases, We will refund a pro-rata proportion of premium for the unexpired Period of Insurance from the date of cancellation.

6. Fraudulent Claims

If a claim made under this Policy is in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy, or if any loss, damage or injury is occasioned by the wilful act or with Your connivance, all benefits under this Policy shall be forfeited.

7. Under Insurance

If the Insured Property shall, at the commencement of any damage, be of greater value than the sum insured, then You shall be considered as being Your own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, of the Policy shall be separately subject to this Condition.

8. Contribution (not applicable to Section 4)

We will settle the loss on a proportionate basis if You have other insurance covering the same loss.

9. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us.

#### 10. Contracts (Rights of Third Parties) Act 2001

A person or company who is not a party to this policy has no right under this Act to enforce any terms of this policy.

#### 11. Premium Payment Warranty

- A. Notwithstanding anything herein contained but subject to clause B. hereof, it is hereby agreed and declared that if the Period of Insurance is 60 days or more, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within 60 days of the:
- Inception date of the coverage under the Policy, Renewal Certificate or Cover Note or
  - Effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
- B. In the event that any premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
- The cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period,
  - The deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period and
  - We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$50 (exclude GST).
- C. If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

#### 12. Condition Precedent

The validity of this Policy is subject to the condition precedent that:

- For the risk insured, the named Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition or
- If the named Insured had declared that it has breached any premium payment condition in respect of a previous policy taken up for any of the insured Sections with another insurer in the last twelve (12) months:
  - The named Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy and
  - A copy of the written confirmation from the previous insurer to this effect is first provided by the named Insured to Us before cover incepts.

#### 13. Claims Procedure

##### Your duties and obligations

On the happening of any event likely to give rise to a claim under this Policy, You must as soon as practicable

- Take all reasonable precautions to prevent further loss, damage, injury or liability.
- Notify us and if property is lost or if theft or malicious damage is suspected, inform the police.
- Forward to Us every writ, summons, legal process or other communications in connection with the claim, unanswered, immediately upon receipt.
- Give all necessary information and assistance which We may require, including written details of the claim You wish to make, and all relevant supporting documents.

You must not make any admission of liability, or any offer, promise of payment to any party without our written consent.

##### Our Rights

On the happening of any loss or damage to any of the Insured Property under this Policy, We are entitled to

- At Our own option, repair, replace or reinstate any lost or damaged item or part thereof, or pay the amount of the loss in money.
- Take over and conduct in Your name the defence or settlement of any claim.
- Take proceedings in Your name, but at Our expense, to recover for Our benefit the amount of any payment made under this Policy.
- At Our own expense, order a post-mortem examination in the event of the death of an Insured Person.



If You or any person acting on your behalf do not comply with Our requirements, or hinder or obstruct Us in the exercise of Our rights, We are entitled to forfeit all benefits under this Policy.

#### 14. Notice of Material Changes

You shall give immediate written notice to Us of any material information or change of circumstances which may increase the risk of a claim under the Policy or of any other insurance effected by or on behalf of any insured Person by the insured providing any benefit for a result arising out of injury / damage insured by this Policy.

#### 15. Applicable Law

This Policy is governed by and is to be construed in accordance with the laws of Singapore. The court of competent jurisdiction in Singapore shall have the exclusive jurisdiction over all matters relating to the construction, validity and performance of this contract of insurance.

#### 16. Due Observance

The conditions that appear in the Policy or in any Endorsement are part of the contract must be complied with. The due observance and fulfillment of the terms, provisions and conditions of this Policy insofar as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the proposal made by the insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 17. Arbitration

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this policy that an arbitration award shall be first obtained.

Unless any such action or suit be commenced within six (6) months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

#### 18. Time Limit of Commencement of Action or Suit

If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Condition ... (see above) of this Policy or within twelve (12) months from the date of disclaimer in the case where the Company disclaims policy liability, the Company shall not be liable for such claim under this Policy and such claim shall for all purposes be deemed to have been abandoned by the insured and no benefits shall be recoverable under this Policy. In that event, the insured's rights under this Policy in respect of the claim, including the insured's rights to commence any proceedings against the company, whether in arbitration or in court, shall be extinguished.

### **POLICY OWNERS' PROTECTION SCHEME**

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg))

### **Personal DATA Use**

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

**IMPORTANT NOTICE**

In accordance with the 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.