

## AUTOLAB INSURANCE PACKAGE POLICY

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

## SECTION 1 – FIRE AND EXTRANEIOUS PERILS

The Company will by payment or at its option by reinstatement repair or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against loss of or damage to the Property Insured belonging to the Insured or for which he is legally responsible whilst contained in the Premises situated at the Location of Risk destroyed or damaged by Fire and/or Lightning and the under-mentioned Extraneous Perils occurring during the Period of Insurance:

### EXTRANEIOUS PERILS

1. **AIRCRAFT DAMAGE**  
The insurance under this Section is extended to include loss of or damage to the Property Insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom. Provided always that all Conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
2. **IMPACT DAMAGE**  
The insurance under this Section extends to include loss of or damage to the Property Insured and/or to any walls, gates and fences around and pertaining thereof directly resulting from IMPACT by any road vehicle not belonging to or under the control of the Insured or any member of the Insured's family or any person in and upon the Insured's service but excluding the first S\$50 of each and every loss provided that all the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
3. **BURSTING OR OVERFLOWING OF WATER PIPES & TANKS**  
The insurance under this Section is extended to include loss of or damage to the Property Insured directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the Property Insured but excluding
  - a. Damage thereto
  - b. Loss or damage whilst the building is untenanted
  - c. Loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings
  - d. The first S\$150 of each and every loss

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

#### 4. **STANDARD EXPLOSION**

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

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

Provided always that all the Conditions of this Policy (except insofar as Exclusion 2(c) under Special Exclusions to Section 8 is hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Section.

#### **SPECIAL CONDITIONS**

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

#### 5. **RIOT AND STRIKE**

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

- 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 Condition 2 of the Special Conditions hereinafter contained
- b. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance
- c. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
- d. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act

#### **SPECIAL CONDITIONS**

For the purposes of this Endorsement, the following Conditions shall apply:

##### **Condition 1**

- i. This insurance does 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 retardation or interruption or cessation of any process or operation
  - c. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
  - d. Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
  - e. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

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

- ii. The insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 1(ii) only, combustion shall include any self-sustaining process of nuclear fission.

## Condition 2

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

- a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
- b. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
- c. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

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

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

## Condition 3

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

## Condition 4

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

Provided that it is hereby further expressly agreed and declared that

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

## 6. MALICIOUS DAMAGE

It is hereby agreed and declared that the insurance under Extraneous Peril 5 - Riot and Strike Endorsement - shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean loss of or damage to the Property Insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 2 of the said Riot and Strike Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

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

## 7. EARTHQUAKE, WINDSTORM AND FLOOD

The insurance under this Section is extended to cover loss or damage (by fire or otherwise) directly caused by

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

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

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

## EXCESS CLAUSE

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

- a. 1 % of the total sum insured against such peril on said buildings by Policies in the name of the Insured,  
  
or
- b. S\$400 whichever shall be the lesser.

It is further agreed that this Clause shall apply separately to

- a. each building, for which purpose all insured buildings at the same address will be regarded as one building
- b. each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

## SPECIAL CONDITIONS

- i. The Company shall not be liable for any loss or damage caused by water, or rain, whether driven by wind or not [other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Section] unless the building insured or containing the Property Insured shall first sustain actual damage to the roof or walls of same by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado and windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Section and is occasioned by earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado and windstorm.

- ii. This Endorsement does not extend the insurance under this Section to cover
  - a. Consequential loss of any kind, other than rent if insured hereby
  - b. Loss or damage caused by hail whether driven by wind or not
  - c. Loss or damage caused by explosion except as provided in Exclusion 2(c) under Exclusions to Section 8
  - d. Loss by reason of any ordinance or law regulating the construction or repair of buildings
  - e. Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption provided that these perils are insured against by this Section.
- iii. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- iv. Unless specifically and separately insured, this Endorsement does not cover
  - a. Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, fences, gates, goods stored in the open or goods in transit
  - b. Premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, typhoon, tornado and windstorm when such perils are insured against by this Section.

## 8. FLOOD

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

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



- a. Loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado and windstorm
- b. Loss or damage caused by subsidence or landslip
- c. Loss of or damage to fences, gates, goods stored in the open or goods in transit
- d. The first S\$1,000 of each and every loss.

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

## EXCLUSIONS

1.
  - i. This Section does not cover
    - a. Loss by theft during or after the occurrence of a fire
    - b. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process
    - c. Loss or damage occasioned by or through or in consequence of
      - i. The burning of property by order of any public authority
      - ii. Subterranean fire
    - d. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material
  - ii. The insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Special Exclusion 1(ii) only, combustion shall include any self- sustaining process of nuclear fission.
2. This insurance does not cover against any loss or damage
  - a. From coal occasioned by its own spontaneous combustion
  - b. By explosives
  - c. Any loss or damage occasioned by or through or in consequence of explosion but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire
  - d. Occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire

## EXTENSIONS

1. **Alterations and Repairs**  
Workmen are allowed in on or about the Premises herein referred to carry out minor alterations and repairs without prejudice to the terms of this Policy.
2. **Architects' Surveyors' and Consultant Engineers' Fees**  
This Section extends to include Architects' Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder) provided that the liability for such destruction or damage and fees shall not in the aggregate exceed S\$5,000.
3. **Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description**  
Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that the Company's liability under this extension shall not in the aggregate exceed S\$5,000.
4. **Capital Additions**  
This Section extends to cover the reasonable costs of alterations additions and improvements (but not appreciation in value in excess of the Sum Insured) to the Property Insured for an amount not exceeding 10% of the Sum Insured, subject to the Insured declaring to the Company at the end of each quarter of such alterations additions and improvements and to pay the appropriate additional premium thereon.
5. **Cost of Demolitions and Clearing and Erection of Hoardings**  
This Section is extended to include costs, necessarily incurred by the Insured in respect of the demolition of Buildings 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 destruction of or damage to the Property Insured by fire or any other perils hereby insured against, provided that the total amount recoverable under any item of this Section shall not in the aggregate exceed S\$5,000.

**6. Cost of Recompiling Records and Claims Preparation**

This Section extends to cover

- a. Costs of recompiling records but only for the value of the materials used together with the costs of clerical labour expended in producing such records and
- b. Reasonable charges incurred by the Insured for producing and certifying any information as may be required by the Company under the terms of General Condition 7 of this Policy.

Provided that the Company's liability under this extension shall not in the aggregate exceed S\$500.

**7. Cost of Temporary Protection**

This Section extends to cover the cost of temporary protection necessarily and reasonably incurred by the Insured for the safety and protection of the Premises pending repairs/replacement of damage up to a limit of S\$2,500.

**8. Electrical Installation (4B)**

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

**9. Fire Brigade Charges and Fire Extinguishing Expenses**

This Section extends to cover fire brigade charges and the cost of replenishment of firefighting appliances provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the Premises of the Property Insured by this Section or immediately threatening to involve such property and shall not in the aggregate exceed S\$1,000.

**10. Leased Property**

This Section extends to indemnify any other party having an interest in the Property Insured by virtue of and in accordance with the terms of a Mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically insured.

**11. Reinstatement Value (Not applicable to stock in trade and/or merchandise)**

It is hereby declared and agreed that in the event of the Property Insured under this Section being destroyed or damaged, the basis upon which the amount payable under this Section is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Property Insured when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

**Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) calendar months after the destruction or damage, or within such further time as the Company may (during the said twelve (12) calendar months) in writing allow; otherwise no payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under this Section if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Section, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item under this Section (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. No payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon an identical basis of reinstatement set forth therein.
5. This memorandum shall be without force or effect if
  - a. The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged
  - b. The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

**12. Removal of Debris**

This Section extends to cover costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Property Insured as a result of an insured loss or damage provided that such costs or expenses

- a. Are not recoverable from any other policy of insurance
- b. Shall not include costs of removing, nullifying or cleaning up, seeping, polluting or contaminating substances and
- c. Shall not in the aggregate exceed S\$5,000.

**13. Services**

This Section relating to "Machinery" and "Equipment" extends to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like and accessories therein including similar properties in adjoining yards or roadways or underground pertaining to buildings or contents insured by the respective items of this specification all the properties of the Insured/Suppliers/Others for which the Insured is responsible.

**14. Tenants' improvement**

This Section extends to cover the Insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount, which the Insured may be able to recover from the owner of the building.

**SECTION 2 – BUSINESS INTERRUPTION**

**DEFINITIONS**

**Business Interruption** – Financial loss incurred which arises because normal business at the location is disrupted as a result of property damage

**Location** – The Premises stated in this Policy where you conduct business.

**WHAT IS COVERED**

The Company will indemnify the Insured up to the amount as specified in the Schedule any one claim and in the aggregate if there is total interruption or interference with the Business at the insured premises as a result of loss or damage by the perils insured as described in Section 1 (hereinafter termed Damage), provided the happening of such event causes interruption or interference to the Insured's Business to the extent of preventing the Insured from conducting their normal business operations at the Location of Risk.

The amount of the compensation' shall be calculated at the specified amount per day for a maximum of 100 days or for such shorter period actually taken to restore the Insured's Business to the pre-loss operational level, whichever is the lesser.

The Company shall not be liable for any loss insured by this Section for all claims unless the interruption or interference exceeds a continuous period of 24 hours and the liability of the Company under this Section shall apply only to such period in excess of 24 hours.

**EXTENSIONS**

**1. Denial of Access**

Loss as insured in this Section resulting from interruption of or interference with the business in consequence of Damage (as within defined) to property in the vicinity of the premises which shall prevent or hinder the use thereof or access thereto, whether the Premises or the property of the Insured shall be damaged or not, shall be deemed to be loss resulting from Damage.

**2. Failure of Electricity Supply**

Subject to the conditions of the Policy, loss as insured by this Section resulting from interruption of or interference with the business in consequence of Damage (as within defined) to property situated within Singapore at any electricity station or sub-stations from which the Premises of the property of the Insured shall directly obtain electric current shall be deemed to be loss resulting from Damage.

Provided that the Company shall be liable only if such failure of electric current from such electricity station or sub-stations to the Premises or the property of the Insured is interrupted exceeds a continuous period of 24 hours and our liability under this extension shall apply only to such period in excess of 24 hours.

## SECTION 3 – BURGLARY

In the event of:

1. Loss of damage to the Insured Property other than customer' vehicles whilst contained in the Insured's portion of the Premises;
2. Damage to the Premises for which the Insured is responsible;

caused by theft following forcible means or any attempt thereat the Company will indemnify the Insured against such loss or damage for the value of the property at the time of the happening of such loss or the amount of such damage.

### Provided that:

1. the Premises shall not include any yard, garden, open spaces, garages, outbuildings or appurtenances unless stated in the Schedule;
2. the liability of the Company shall in no case exceed in respect of:
  - a. each item the sum expressed to be insured thereon or in the whole the Total Sum Insured hereby in any one Period of Insurance;
  - b. damage to the Premises such sum as shall be sufficient to make good such damage for which the Insured is responsible;-
3. the Company shall not be liable for any loss or damage:
  - a. caused by the Insured or anyone acting on the expressed or implied authority of the Insured being induced by any fraudulent scheme trick device or false pretence to part with title or possession of such property;
  - b. caused by or in remitting from mere disappearance of the Insured Property. Any loss discovered during stock taking is not recoverable under this Section unless such loss can be reasonably shown to have been occasioned by theft or attempt thereat.

### EXCLUSIONS

The Company shall not be liable for:

1. loss or damage occasioned by or happening through fire or explosion;
2. loss or damage caused or occasioned by or arising from any person lawfully in the Premises or directly or indirectly caused or brought about by or with the connivance of any member of the Insured's household or family or of his Business or any servant of the Insured or any occupant of the Premises;
3. loss or damage to plate glass or any decoration or lettering thereon;
4. loss or damage whilst the Premises is lent let or sub-let;
5. loss or damage whilst the Premises is unoccupied for a period exceeding 30 consecutive days or is occupied otherwise than as stated in the Schedule unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid;
6. loss or damage to property more specifically insured or deeds, bonds, bills of exchange, promissory notes, money, coins, medals, stamps, stamp collections, documents of title to property, contracts or other documents, business books, computer system records, manuscripts, curios, sculptures, rare books, plans, patterns, moulds, models or designs, motor vehicles and accessories or livestock unless specifically mentioned as insured by this Section;
7. loss or damage to any coin or token operated gaming, amusement or vending machine or the contents thereof unless specifically mentioned as insured by this Section;
8. loss or damage resulting from a safe or strong room being opened by a key obtained through it having been left on the Premises whilst closed for business purposes;
9. directly or indirectly occasioned by or contributed to by or arising from any confiscation or destruction by order of any Government or Public Authority or any consequence thereof;
10. any consequential loss howsoever caused.

### SPECIAL CONDITIONS

1. Warranted that all keys and duplicate keys of safes and strong rooms (and of all intruder alarms if any) are:
  - a. Removed from the Premises at night and at all other times when the Premises are closed or left Unattended;
  - b. Kept in a secure place not in the vicinity of safes, strong arms or intruder alarm controls when the Premises are occupied by the Insured or any authorized employee of the Insured.
2. It is hereby declared and agreed that the cover granted under this Section of the Policy is for a First Loss amount as specified in the Schedule, it being understood that the Company shall pay any loss up to the sum Insured without application of average.

## **DEFINITIONS**

**Money** means current coin bank and currency notes, cheques, postal notes and money orders, bank drafts, credit cards, sales vouchers, current postage and revenue stamps, bonds, bills of exchange, promissory notes, postage and revenue franking tickets or other redeemable vouchers or any other negotiable instrument, all of which are the Insured's own property.

**Business Hours** means the period during which the Insured's business premises are actually occupied for business purposes and during which the Insured or his employees entrusted with money are in the Premises situated at the Location of Risk.

**Safe** means fire and theft resistant safe.

## **WHAT IS COVERED**

The Company will indemnify the Insured against Loss of Money in the circumstances described below by any cause whatsoever up to the respective amounts specified in the Schedule as the Limit Any One Loss.

## **CIRCUMSTANCES**

- a. Whilst the Money is in the custody of the Insured's authorized employees whilst in the course of transit anywhere in the Republic of Singapore
- b. Whilst the Money is in the Premises situated at the Location of Risk, provided such Money to be contained in securely locked safes/drawers/cabinets/cash registers whenever the Premises are left unoccupied, subject to a sub-limit specified in the Policy Schedule whilst in locked drawers/cabinets/cash registers after business hours
- c. Whilst the Money is in the Proprietor's/Partner's/Director's Residence kept in locked safes/drawers after business hours

## **EXCLUSIONS**

This Section does not cover

1. Loss of or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured
2. Loss as a result of shortages due to clerical or accounting errors or omission or due to depreciation in value or to the use of counterfeit money
3. Loss from an unattended vehicle
4. Money contained in vending, gaming and amusement machines
5. Loss occurring outside the Republic of Singapore
6. Loss of Money entrusted to professional carriers or to any person other than the Insured and/or employees authorized by the Insured
7. Loss of Money from safes/strongrooms or other depository following the use of the keys or combination numbers or any duplicate thereof to such safes or strongrooms or other depository unless such keys or combination numbers have been obtained by threats or violence.
8. Loss or damage caused by burglary housebreaking or theft unless such offences are accompanied by actual forcible and violent entry into or exit from the premises
9. Any consequential loss whatsoever

Any consequential loss whatsoever

## **SPECIAL CONDITIONS**

1. The Insured shall keep a daily record of the amount of Money contained in the locked safes/drawers/cabinets/cash registers and that shall be deposited in a secured place other than the said safes/drawers/cabinets/cash registers and shall be produced as documentary evidence in the event of a claim arising hereunder.
2. The keys to the locked safes/drawers/cabinets/cash registers and record of the combination numbers are to be removed from the Premises by the Insured or any employee of the Insured whenever the Premises situated at the Location of Risk are left unattended.

## **EXTENSIONS**

### **1. Automatic Increase of Sum Insured**

The respective amount specified in the Schedule as the Limit Any One Loss under this Section shall increase automatically by 50% for the three (3) days running consecutively and immediately following Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day (published public holidays) only. The liability under this Section including the automatic increase shall not exceed S\$15,000 in the aggregate.

**2. Loss or Damage to Safes/Drawers/Cabinets/Cash Registers**

This Section extends to cover any loss of or damage to safes/drawers/cabinets/cash registers resulting directly from any attempt to remove the contents of such safes/drawers/cabinets/cash registers up to a limit of S\$500.

**3. Riot Strike and Civil Commotion**

This Section is extended to cover loss of or damage to the Property Insured consequent upon riot, strike and civil commotion provided that the loss of or damage to the Property Insured does not arise out of or in connection with the Insured's collaboration, participation or provocation of any such act or if such act could reasonably have been avoided by the Insured.

**4. Personal Accident Benefits**

This Section extends to cover up to two (2) employees of the Insured within the age limit of sixteen (16) and seventy (70) years inclusive should they sustain bodily injury as a result of armed robbery/hold-up or any attempt thereat arising out of and in the course of employment and which injury shall solely and independently of any other cause result in the employee's death or disablement the Company will subject to the terms exclusions conditions and provisos of this Section pay to the Insured compensation in accordance with the Table of Benefits up to a maximum Sum Insured of S\$ 10,000 per employee.

<b>Table of Benefits</b>	<b>Sum Insured (Per Employee)</b>
(a) Death	S\$10,000
(b) Total and irrecoverable loss of all sight in both eyes	S\$10,000
(c) Total loss by physical severance of both hands or both feet or one hand and one foot	S\$10,000
(d) 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\$10,000

- |  |           |
|--|-----------|
| (e) Total and irrecoverable loss of all sight in one eye     | S\$ 5,000 |
| (f) Total loss by physical severance of one hand or one foot | S\$ 5,000 |

All the above must occur within three (3) calendar months of the event giving rise to the bodily injury as aforesaid.

### SPECIAL PROVISOS

- a. No employees of the Insured shall be entitled to compensation under more than one of the benefits in the Table of Benefits in respect of the same accident or of the same period of time. No further liability in respect of any one employee to make any payment shall attach to the Company after a claim under any one of the Benefits has been admitted and become payable.
- b. No benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.

### SPECIAL CONDITIONS

- a. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured's employee or his legal personal representative and shall be in such nature as the Company may prescribe.
- b. The Insured's employee as often as required shall submit to medical examination on behalf of the Company at its own expenses in respect of any alleged bodily injury. The Company shall in case of the death of any of the Insured's employee be entitled to have a post mortem examination at its own expense.

## SECTION 5 – PERSONAL ACCIDENT

The Company will pay to the Insured Person or his legal representatives compensation as set out in the Table of Benefits as shown below should the Insured Person sustain bodily injury caused by violent accidental external and visible means which solely and independently results in death or physical disablement occurring within twelve (12) calendar months from the date of accident.

### DEFINITIONS

**Insured Person(s)** means the respective person(s) named in the Schedule as Insured Person(s).

**Policyholder** means the person(s) or entity named in the Schedule under whose name the Policy has been issued and who acts on behalf of the Insured Person(s) in making the Declarations, which forms the basis of this Contract.

**Accident or Accidental** means an event, which is sudden, unforeseen or unexpected event that results in an Insured Person suffering death, Disablement or injury.

**Bodily Injury** means injury resulting solely and directly from violent accidental external and visible means and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

**Capital Sum Insured** means the Sum Insured for Accidental Death.

**Permanent** means a continuous period of at least 104 weeks since the date of Accident and the expiry of that period being beyond hope of improvement.

**Disablement** means injury of a Permanent nature solely and directly from an Accident and which is independent of all other causes.

**Permanent Total Disablement** means a state of incapacity resulting bodily injury of a Permanent nature which solely and directly totally disables and prevents the Insured Person from attending to any occupation or profession or if he has no business or occupation from attending to his usual duties.

**Loss** means total permanent and irrecoverable loss of use or by physical severance.

**Loss of Sight** means physical loss of an eye, both eyes, the irrevocable loss of sight or the total and irrecoverable loss of sight.

**Loss of Speech or Hearing** means medically certified total and irrecoverable loss of the sense of speech and hearing.

**Loss of Limb** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**Loss of Fingers or Toes** means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

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

**Medical Expenses** means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within twelve (12) months from the date of the accident as a direct result of bodily injury sustained from the accident.

**Pre-existing Conditions** means an injury, illness disease or other medical condition of the Insured Person which existed or have developed symptoms or there exists manifestation of injury or illnesses before the Effective Date of Cover in respect of an Insured Person of which the Insured Person was aware or should reasonably have been aware, which based on normal medically accepted pathological development of the injury, illness, disease or medical condition which was treated, required to be treated, or recommended to be treated by a registered medical practitioner.

**Occupation** means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit, which the Insured Person is, fit to do by knowledge and/or training.

**Specialist** means a registered medical practitioner whose practice, by virtue of advanced training and specific examination, is limited to a particular branch of medicine or surgery.

**Registered Medical Practitioner** means a person qualified by degree in western medicine and duly licensed or registered to practise medicine and surgery in the geographical area of his practice, and who in rendering such services is practising within the scope of his licensing and training but excluding a Registered Medical Practitioner who is the Insured Person or a business partner agent, the spouse, relative or employee of the Insured Person.

**Hospital** means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as bed- paying patients, and which

- a. Has facilities for diagnosis and major surgery
- b. Provides twenty-four (24) hours a day nursing services by registered graduate nurses
- c. Is under the supervision of a physician, and is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

## EXCLUSIONS

The Company will not pay any benefit if the Insured Person sustains bodily injury:

1. Whilst flying or engaging in other aerial activities except as a fare-paying passenger in any fully licensed passenger carrying aircraft and not as a member of the crew nor for the purpose of any trade or technical operation in or on the aircraft.
2. Whilst engaging in or practising for or taking part in mountaineering or rock climbing involving the use of ropes, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, polo, motorcycling (whether as driver or passenger), motor rallies or any kind of racing other than on foot.
3. Whilst engaging in or practising for or taking part in any games or sports in a professional capacity or where such person would or could earn income or remuneration from engaging in such a sport.
4. Whilst engaging or taking part in naval, military, air force, police, civil defence services or operations other than peace time reservist training within the Republic of Singapore.
5. Whilst engaging in illegal acts by the Insured Person or an Insured Person's beneficiary.
6. As a result of intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, insanity, venereal disease or AIDS, childbirth or pregnancy, abortion, miscarriage or any complication thereof,
7. As a result of being under the influence of intoxicating liquor or of having taken a drug unless it is taken or administered on proper medical advice and is not for the treatment of drug addiction.
8. As a result of, or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however the syndrome is acquired or may be named.
9. As a result of, or is contributed by, any medical condition, pre-existing conditions, physical defect or infirmity.
10. Requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy.
11. Requiring cosmetic (aesthetic), plastic or reconstructive surgery/treatment or any treatment, which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an event covered by the Policy.



**BENEFITS**

Benefit (1) - Accidental Death

Benefit (2) - Permanent Disablement (as per Table of Benefits below)

Benefit (3) - Medical Expenses necessarily incurred in the treatment of the Insured Person as a result of accidental bodily injury

**TABLE OF BENEFITS**

DESCRIPTION OF DISABLEMENT		THE COMPENSATION
1.	ACCIDENTAL DEATH	THE CAPITAL SUM INSURED
2.	PERMANENT DISABLEMENT resulting from	<b>PERCENTAGE OF COMPENSATION ON CAPITAL SUM INSURED</b>
	Total loss of one or two limbs between shoulder and wrist or hip and ankle	100%
	Total loss of both hands or of all fingers and both thumbs	100%
	Total and irrevocable loss of all sight	100%
	Loss of sight in one eye except perception of light Loss of lens of one eye	50%
	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers of one hand	40%
	Loss of thumb	25%
		10%
	Loss of one finger	10%
		5%
		3%
	Loss of all toes on one foot	15%
	Loss of great toe	5%
	Loss of any other toe	2%
		2%
	Loss of hearing	75%
		20%
	Loss of speech	50%
3.	MEDICAL EXPENSES	\$500.00

Permanent total loss of use of member shall be treated as total loss of member.

In the event of permanent disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified above without reference to the profession or occupation of the Insured Person.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100% of the Capital Sum Insured.

**SPECIAL PROVISOS**

1. Compensation shall not be payable under Benefit (1) and (2) unless death or disablement occurs within twelve (12) calendar months from the date of injury.
2. The aggregate of all benefits payable in respect of Benefit (1) and (2) in any one period of insurance shall not exceed 100% of the Capital Sum Insured.
3. Any claim payable under Accidental Death Benefit shall be reduced by a sum equal to any claim payable under Permanent Disablement Benefit in respect of the same accidental injury.
4. No Insured Person shall be entitled to compensation under both Benefit (1) and (2) in respect of the same accidental injury or period of time.
5. Compensation under Benefit (3) for medical and surgical expenses incurred by the Insured Person shall not exceed the limit specified in the Schedule in respect of any one accident.

## EXTENSIONS

### 1. **Disappearance**

This Section extends to cover disappearance of the Insured Person if the body of the Insured Person has not been found within one

(1) year after the date of disappearance following sinking wrecking disappearance loss or crash of the aircraft ship or other conveyance in which he was travelling at the time of the injury and under such circumstances as would otherwise be covered hereunder the disappearance of the Insured Person shall be considered as constituting a claim under Benefit (1) of this Section provided that if at any time after payment has been made by the Company in settlement of such a claim the Insured Person is found to be living any sum so paid by the Company shall be refunded forthwith.

### 2. **Riot Strike Civil Commotion Hijack Murder and Assault**

Death or disablement sustained by the Insured Person as a result of riot, strike, civil commotion, hijack, murder and assault shall be deemed to be injury sustained by the Insured Person provided that such injury does not arise out of or in connection with the Insured Person's own participation, collaboration or provocation of such act.

For the purpose of this extension, hijack shall mean any seizure or exercise of control by force or violence or by threat of force or violence and with wrongful intent, of an aircraft ship or other conveyance in which the Insured Person is travelling as a passenger.

3. Suffocation By Smoke Poisonous Fumes Gas or Drowning Death or disablement sustained by the Insured Person as a result of suffocation by smoke, poisonous fumes, gas or drowning shall be deemed to be injury sustained by the Insured Person provided that such injury does not arise out of the Insured Person's own wilful and intentional act.

## SPECIAL CONDITIONS

### 1. **Claims Procedure**

Written notice shall be given to the Company as soon as possible and in any event within one (1) calendar month of the occurrence of any bodily injury, which may give rise to a claim under this Section.

All certificates information and evidence required by the Company shall be supplied free of expense to the Company in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim.

The Company shall in the case of death of the Insured Person be entitled to have a post-mortem performed at its own expense where it is not forbidden by law.

### 2. **Change of Occupation**

In the event of any alteration in the occupation of the Insured Person, the Insured shall give immediate written notice to the Company and shall pay additional premium if required by the Company.

### 3. **Age Limit**

This Section shall not cover persons under the age of sixteen (16) years or over the age of seventy (70) years.

### 4. **Termination of Cover**

The Company's liability will cease to attach under this Section on the attainment of the age limit specified in this Section or the Insured Person's entry into full-time military, naval, air, police or national service.

### 5. **Renewal Procedure**

Before renewing this Policy the Insured shall give written notice to the Company of any change in material fact affecting this insurance, which has come to the Insured's knowledge during the preceding Period of Insurance including notice of any disease, injury, illness, medical or physical condition disability or mental defect or infirmity affecting the Insured Person.

### 6. **Misrepresentation**

This Section shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Insured material to or in connection with:

(a) The health of the Insured Person, and in particular

i. Whether the Insured Person is suffering from a disease, illness, injury disability or handicap or

ii. Whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, injury disability or handicap

(b) The Insured Person's previous risk experience and claim history

(c) The Insured Person's insurance record, including previous insurance refusals

The Insured shall forthwith, or within such time as the Company may in writing allow, deliver in writing a statement containing as particulars all such information thereof as may be required. No statement by the Insured under this Policy shall be acceptable to and binding on the Company unless the terms of this condition have been fully complied with.

## SECTION 6 – PUBLIC LIABILITY

The Company will indemnify the Insured against

1. All sums which the Insured shall become legally liable to pay for compensation in respect of
  - a. accidental bodily injury to or illness of any person
  - b. accidental loss of or damage to propertycaused on or about the Insured's Premises and/or within the Republic of Singapore through the fault or negligence of the Insured and/or his employees whilst in the course of Business and happening during the Period of Insurance and occurring within the Republic of Singapore in connection with the Insured's Business
2. All legal costs and expenses
  - a. recovered by any claimant against the Insured
  - b. incurred with the written consent of the Companyin respect of a claim against the Insured for compensation to which the indemnity expressed in this Section applies.

### LIMIT OF INDEMNITY

The liability of the Company under this Section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to or original cause shall not exceed the Limit of Indemnity.

### JURISDICTION CLAUSE

The indemnity shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a Court or Tribunal jurisdiction within the Republic of Singapore.

### EXCLUSIONS

The indemnity expressed in this Section shall not apply to

1. Liability in respect of bodily injury illness loss or damage to any property which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
2. Liability assumed by the Insured by agreement unless such liability would have attached notwithstanding such agreement
3. Liability in respect of bodily injury to or illness of any person under a contract of service or apprenticeship with the Insured where such bodily injury arises out of and in the course of the service or apprenticeship of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury and/or illness
4. Liability in respect of loss of or damage to property
  - a. belonging to the Insured
  - b. in the charge of or under the control of the Insured or any servant or any agent of the Insured
  - c. being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work
  - d. caused by or in connection with or arising from the bursting of any pressure part of
    - i. any steam boiler or any economizer
    - ii. any vessel or apparatus (other than any steam turbine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured
5. Liability in respect of
  - a. bodily injury illness loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
  - b. injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid
6. Liability in respect of bodily injury illness loss or damage caused by or in connection with or arising from
  - a. the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
  - b. any vessel or craft owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
  - c. any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible
  - d. any commodity article or thing manufactured supplied repaired altered treated serviced sold distributed by or to the order of the Insured
  - e. accident to any vessel or craft whether or not in consequence of the condition or unsuitability of any berth dock or mooring
  - f. defective sanitary arrangements or poisoning of any kind of foreign or deleterious matter in food or drink
  - g. defective materials or workmanship
  - h. any fines or penalties imposed upon or any punitive or exemplary damages awarded against the Insured

Liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment given or administered or omitted by the Insured or any person acting on behalf of the Insured

Liability directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination

Claims or liability arising directly or indirectly from nuclear fission, nuclear weapons material, nuclear fusion or radioactive contamination

## **EXTENSIONS**

This Section extends to cover the following provided that the Limit of Indemnity is no otherwise exceeded.

### **1. Advertising and Neon Signs**

This Section extends to indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation

for bodily injury or property damage arising from accidents in connection with the Insured's advertising and neon signs located anywhere in the Republic of Singapore.

Warranted that the Insured shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the advertising/neon signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the Signs shall be made without the written consent of the Company. So far as is reasonably practicable no alteration or repair shall without the written consent of the Company be made to the said advertising/neon signs after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting the same.

Provided always that the Company's liability as aforesaid shall in no case exceed S\$100,000 in the aggregate.

### **2. Defective Sanitary Installation**

This Section extends to indemnify the Insured in respect of claims for illness or other bodily injury caused or alleged to have been

caused by defective sanitary installation; provided such defect is due to a sudden, unintended and unexpected happening during the Period of Insurance.

It is further noted and agreed that this extension does not cover any liability for

- (a) the cost of removing, nullifying or cleaning up the seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance
- (b) all fines, penalties, punitive or exemplary damages.

### **3. Director(s) and Non Manual Executives on Travel**

This Section extends to cover the legal liability of the Insured in respect of liability arising from the Director(s) and Non Manual

Executives normally residing in and travelling from the Republic of Singapore on overseas business trip (excluding USA and Canada) in connection with the Insured's business. Provided that:

- a. such Director(s) and/or Non Manual Executive(s) is not entitled to indemnity under any other Policy or Policies
- b. such Director(s) and/ no Non Manual Executive(s) shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, limits and conditions of this Section so far as they can apply.

### **4. First Aid Facilities**

This Section extends to cover the legal liability of the Insured arising out of provision by the Insured 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.

### **5. Food and Drinks**

This Section extends to include the Insured's legal liability for bodily injury or illness directly caused by food or drinks poisoning due to the presence of deleterious matter in such food or drinks or the defective container of such food or drinks supplied sold or provided by the Insured and happening at the Insured's Premises as specified in the Schedule.

Provided always that this extension is given on the expressed condition that the Company shall not be liable unless the Insured shall at all times take every possible precaution to prevent the sale supply or provision of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

The liability of the Company under this extension in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during any one Period of Insurance shall not exceed S\$100,000.

**6. Guests' Effects**

This Section extends to cover the legal liability of the Insured in respect of loss of or damage to personal effects belonging to the Insured's guests up to a limit of S\$250 for any one event whilst held in the Insured's care, custody and control and occurring at the Insured's premises as specified in the Schedule.

**7. Loading and Unloading**

This Section extends to cover the Insured's legal liability in respect of bodily injury and/or damage to property arising out of or in the course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle within the Insured's Premises.

**8. Tenants' Liability**

This Section extends to cover the Insured's legal liability for loss of or damage caused by or resulting from fire or explosion to building or fixtures and fittings belonging to the landlord and hired, leased or rented to the Insured. The Company shall not be liable for the first S\$100 of each and every claim.

Provided that this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the Insured under agreement and would not have attached in the absence of such agreement.

**SECTION 7 – MOTOR TRADE**

In respect of events occurring during the Period of Insurance whilst the Motor Vehicle is on the road or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the Insured and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

**LIABILITY TO THIRD PARTIES**

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
  - a. Death of or bodily injury to any person an unlimited amount in respect of any one claim or series of claims arising out of one event.
  - b. Damage to property subject to a limit of S\$500,000 in respect of any one claim or series of claims arising out of one event.
2. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply.
3. The Company will pay all costs and expenses incurred with its written consent.
4. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
5. The Company may at its own option
  - a. arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
  - b. undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any *event* which may be the subject of indemnity under this Section.

**EXCLUSIONS**

The Company shall not be liable in respect of

1. death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom

2. death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
3. damage to property belonging to held in trust by or in the custody or control of the Insured or a member of the Insured's household or being conveyed by the Motor Vehicle
4. damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle
5. compensation for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within West Malaysia or the Republic of Singapore
6. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in West Malaysia or the Republic of Singapore
7. any accident loss damage or liability caused sustained or incurred
  - a. outside the Geographical Area
  - b. whilst any motor vehicle in respect of which indemnity is provided by this Policy is
    - i. being used otherwise than in accordance with the Limitations as to Use
    - ii. being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver
    - iii. being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of intoxicating liquor or drugs

Provided that conviction against the driver for an offence under Sections 68 to 71A of the Road Traffic Act 1970 (Chapter 276) incorporating all amendments up to that date or any statutory law prohibiting the abuse of drugs shall be conclusive evidence for Exception 7(b) (iii) to apply where the offence was committed at the time of an accident or event giving rise to a claim under this Policy.

Reference to a provision of an Act of Parliament shall be deemed to include *any* amendment thereof or any corresponding provision in an Act passed in substitution.

- iv. Being used or driven when it is not registered under the Road Traffic Act, 1970 or when its registration under the Road Traffic Act, 1970 has been cancelled.
8. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature, strike riot civil commotion or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such claim
9. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
10. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
  - a. any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b. any liability of whatsoever nature

For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

If a law or laws are named in a Section of the Policy entitled "Avoidance of Certain Terms and Right of Recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the reference to such law or laws are left to apply to each law in its entirety.

## **GEOGRAPHICAL AREA**

The Republic of Singapore, West Malaysia and that part of Thailand within 50 miles of the border between Thailand and West Malaysia

## **LEGISLATION**

Motor Vehicles (Third-Party Risks and Compensation) Act 1960, Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960, Road Transport Act, 1987 (Malaysia) and Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia).

## **LIMITATIONS AS TO USE**

Use only for Motor Trade purposes. The Policy does not cover use for hire or reward or for racing, pacemaking reliability trial or speed-testing. Use solely for "Breakdown" purposes is not deemed to be used for hire or reward.

PROVIDED that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment of regulation in that behalf from driving the Motor Vehicle.

## **JURISDICTION CLAUSE**

The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within West Malaysia or the Republic of Singapore.

## **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

If the Company is obliged by virtue of the Legislation or the Agreement executed between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 15 January 1968 or the Agreement executed between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on 22 February 1975 or any subsequent revisions to legislations or agreements thereof to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

## **SPECIAL CONDITIONS**

1. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

2. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest, fatal enquiry or offer of composition in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

3. No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled at its sole discretion to:-

take over and conduct in the name of the insured or such person the defence or settlement of any claim;

prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise; and/or conduct and settle proceedings as it sees fit.

The Insured accepts that the Company has these rights and that to evaluate and exercise these rights, the Insured and any person claiming to be indemnified must assist the Company by :-

providing all such information and assistance as the Company may require;

allowing the Company the right to examine the nature and extent of all damage to the Motor Vehicle before it is repaired. The Company has this right whether or not the Insured is entitled or intends to claim an indemnity under this policy for the damage to the Motor Vehicle insured.

For the purpose of complying with this requirement, the Insured or any person claiming to be indemnified shall arrange for the Motor Vehicle to be delivered to any Independent Damage Assessment Centre (IDAC) accredited by the General Insurance Association of Singapore for inspection of the damage. This shall be done within twenty-four hours of an occurrence of damage to the Motor Vehicle or its reasonable discovery. If the Motor Vehicle is not delivered to any IDAC for inspection within twenty-four hours, the Insured or any person claiming to be indemnified shall:-

- i. proceed with an IDAC inspection as soon as possible; and
- ii. write to the Company stating the reason for the inability to have the inspection carried out within twenty-four hours.

But the inspection must be carried out before the Motor Vehicle is delivered elsewhere for repair. The requirement for inspection of damage at an IDAC is waived in the case where damage is limited to the Motor Vehicle windscreen/s. The Company may at its sole discretion consider waiver of compliance with this requirement for inspection at any IDAC in exceptional circumstances.

The following Clause/Warranties are applicable to the Policy and are subject to its Terms, Exceptions and Conditions.

### **Notification**

- a. In the event of any accident involving the Motor Vehicle, irrespective of whether it would give rise to a claim, the Insured shall, together with the Motor Vehicle, call at the Company's Approved Reporting Centre and report the accident within 24 hours of the accident or by the next working day thereof.
- b. In case of theft or other criminal act which may give rise to a claim under this policy the Insured shall give immediate notice of the occurrence to the Company and the police and co-operate with the Company and the police in securing the conviction of the offender.
- c. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to the Company immediately upon receipt.  
Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest, inquiry, or offer of composition in connection with any such accident and/or occurrence.

This condition in its entirety is a **condition precedent to liability** and failure to comply with any of the above requirements in respect of any accident and/or occurrence will result in the Insured being denied indemnity under this Policy in respect of that particular accident and/or occurrence.



# WICI 2019 POLICY

## APPROVED WORK INJURY COMPENSATION ACT 2019 INSURANCE POLICY

## SECTION 8 – WORK INJURY COMPENSATION ACT

### 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

### 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.

### 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) (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.

**THE COVER PROVIDED BY THIS SECTION IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE**  
**SECTION 9 – MOTOR TRADE (COMPREHENSIVE)**

Wordings as per Section 7 and excess as stated in the Schedule.

**SECTION 10 – FIRE & EXTRANEIOUS PERILS**

Wordings as per Section 1.

**SECTION 11 – PLATE GLASS**

The Company will by payment or at its option by reinstatement repair or replacement indemnify the Insured up to the Sum Insured against accidental loss of or damage to the Property Insured including plate glass belonging to the Insured or for which the Insured is legally responsible whilst contained in the Premises situated at the Location of Risk as specified in the Schedule.

**DEFINITION OF PLATE GLASS**

Fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors for which the Insured is responsible but excluding the frames, frameworks and/or fixtures. The glass insured is considered as plain and/or tempered and of ordinary glazing quality and without embossing, silvering, lettering, bending or ornamental work of any kind.

**EXCEPTIONS**

This policy shall not cover (unless the consent of the Company shall have previously been obtained and recorded by endorsement hereon) breakage of glass : -

- a. Being embossed, silvered, bent or containing lettering or ornamental work of any kind.
- b. Resulting from cracks of which the Company have not been notified in writing.
- c. Occurring during transit to or while being affixed to or removed from or during the course of alterations on the premises described in the said Schedule.
- d. Directly or indirectly occasioned by or happening through or in consequence of: -
  - i. Fire, Lightning, Earthquake and Explosion
  - ii. War, Invasion, Act of Foreign Enemy, Hostilities ( whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power
  - iii. Riot or Civil Commotion
  - iv. The wilful act procurement connivance or assistance in any way whatsoever of the Insured or any claimant or inmate or member of the Insured's household or business staff:

and in the event of any claim arising for breakage of insured property the Insured shall, if so required and as condition precedent to any liability of the Company, prove that the breakage did not in any way arise under or through any of the above excepted circumstances or causes.

Provided further that the Company will not be liable for any misdescription of the glass insured and that unless expressly stated in the said Schedule all glass shall be considered plain and of ordinary glazing quality, and the liability of the Company shall be limited to intrinsic cost. Further, should the Company decide to replace instead of paying the cost value the alteration removal and restoration of all window-fittings frames fixtures casing and tiles and similar objects which it is necessary to alter or remove before replacement can be made shall be done by and at the expense of the Insured. The Company shall not be liable for the cost of barricading scaffolding or similar erections nor for any loss arising from interruption in or delay caused to business nor for any other consequential loss arising at any time or from any cause whatsoever.

**GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)**

This Policy does not cover

1. Any loss destruction or damage directly or indirectly caused by related to or in consequence of
  - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war
  - b. Mutiny, strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
  - c.
    - i. Permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
    - ii. Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person  
Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
  - d. The destruction of property by order of any public authority other than when such order follow loss destruction or damage to the Property Insured arising from perils covered under Section 1

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions 1(a), 1(b) and 1(c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

2. Any loss destruction or damage injury or liability directly or indirectly caused by related to or in consequence of or contributed to by Nuclear weapons material
  - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 2(b) combustion shall include any self-sustaining process of nuclear fission.
3.
  - a. Loss of earnings loss by delay loss of market loss of contract or other consequential or indirect loss or damage of any kind or description whatsoever
  - b. Loss destruction or damage resulting from dishonesty fraudulent action trick device or other false pretence
  - c. Loss resulting from disappearance or shortage revealed at any periodic stocktaking
  - d. Loss resulting from shortages in the supply or delivery of materials to or by the Insured
  - e. The cost of rectifying defective materials or workmanship but this exclusion shall not apply to other property insured under this Policy lost or damaged in consequence of such defective materials or workmanship
  - f. The cost of normal upkeep or normal making good
  - g. Liability risks of any nature whatsoever except as provided under Sections 5 (Public Liability) and 6 (Workmen's Compensation)
  - h. Erosion caused by action of the sea
  - i. Any fine or penalty imposed on the Insured or any punitive or exemplary damages awarded against the Insured.
  - j. Loss damage injury or liability directly or indirectly caused by related to or in consequence of fabrication erection installation testing and commissioning work done by the Insured unless conducted on the insured's premises.
  - k. Loss damage injury or liability arising from any alteration in the trade or processes carried on at your premises or in the nature of the occupation or other circumstances affecting the insured property in such way as to increase the risk of loss or damage unless the Company has first been notified of any such alteration and the Insured has agreed to pay any additional premium as may be required by the Company.
  - l. Loss or damage or liability for which the Insured would be indemnified under any other policy of insurance but for the existence of this Policy except for any excess beyond the amount payable under such other insurance had this insurance not been effected.

**ADDITIONAL CLAUSES (APPLICABLE TO ALL SECTIONS)**

The following clauses shall apply to this Policy unless otherwise stated in the Policy Schedule:

1. **ACQUISITION**  
Warranted that the insured premises are not under notice of acquisition by the relevant authorities during the currency of this Policy.
2. **ASBESTOS EXCLUSION**  
This contract excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a. Asbestos, or
  - b. Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.



**3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

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

**4. IT CLARIFICATION CLAUSE**

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

**5. NON CONTRIBUTION**

It is hereby warranted that if the Insured is covered under any other policy for Workmen's Compensation Insurance, the Company will not indemnify the Insured nor be called upon to contribute under this Policy.

**6. PAIR AND/OR SET CLAUSE**

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

**7. TERRORISM EXCLUSION ENDORSEMENT**

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

**5. Y2K - ELECTRONIC DATE EXCLUSION**

The Company shall not be liable in respect of any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured 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

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

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

- 9. **CONDITION PRECEDENT** )  
 ) Clause Wordings as per Policy Schedule )
- 10. **PREMIUM PAYMENT WARRANTY**

11. **CYBER LOSS ABSOLUTE EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

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

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

### 1. INTERPRETATION

This Policy Schedule Endorsements, Application, Proposal Form, Declaration and attached papers together with other statement in writing shall be read together as one contract and any word or expression to which a specified meaning has been attached in any part of this Policy or any subsequent endorsement shall bear such specific meaning wherever it may appear.

### 2. OBSERVANCE – CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of each and every one of the terms provisions conditions and endorsements of this Policy by the Insured or his legal personal representative in the event of death of the Insured in so far as they relate to anything to be done or complied with by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the said proposal and/or other particulars supplied shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 3. MISDESCRIPTION

This Policy shall be voidable and the Company shall not be liable in the event of misrepresentation misdescription or non-disclosure of any material facts concerning the risk insured.

### 4. REASONABLE PRECAUTIONS

The Insured and any other person who may be entitled to indemnity under this Policy shall at all times take reasonable precautions to avoid minimize or prevent injury illness loss or damage and to comply with all statutory obligations and regulations imposed by any Public Authority for the safety of persons or property.

### 5. ALTERATIONS AND REMOVALS

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company

- a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- c. If the Property Insured be removed to any building or place other than that in which it is herein stated to be insured.
- d. If the interest in the Property Insured pass from the Insured otherwise than by will or operation of law.

### 6. CANCELLATION

The Company may cancel this Policy by giving fourteen (14) days' written notice by registered letter to the Insured's last known address and in such event the Company will refund to the Insured the proportionate premium for the unexpired period of insurance, subject to a minimum premium payment of S\$75 (excluding GST) by the Insured.

This Policy may be cancelled at any time by the Insured giving seven (7) days' written notice to the Company and provided no claim has arisen during the current period of insurance the Insured shall be entitled to a refund of premium less the Company's customary short period premium for the time the Policy has been in force, subject to a minimum premium payment of S\$75 (excluding GST) by the Insured.

### 7. NOTIFICATION OF CLAIMS

On the happening of any loss or damage, which may give rise to a claim under this Policy the Insured shall

- a. Give immediate notice in writing to the Company with full particulars.
- b. In respect of loss or damage by theft or any attempt thereat or acts by malicious persons also to give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
- c. Make no admission of liability, offer promise or payment without the Company's written consent.
- d. Inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately upon receipt every relevant document.
- e. Declare to the Company particulars of all other insurances if any.
- f. Deliver the claim to the Company within seven (7) days of the event at his own expense in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim.

8. **FRAUDULENT CLAIMS**

This Policy shall be voidable in the event of misdescription, misrepresentation or non-disclosure of any material particulars or facts.

9. **TIME LIMITATION**

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision contained in this Policy then the claim shall for purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**10. RIGHTS OF THE COMPANY**

- a. The Company shall be entitled
- i. On the happening of any loss or damage to the Property Insured to enter take and keep possession of the building or premises where the loss or damage had happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company and to rely on any conditions of this Policy shall be proof of leave and license for such purpose.
  - ii. At its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and the Insured shall give all information and assistance required.
  - iii. To any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company.
- b. If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its power hereunder all benefit under this Policy shall be forfeited.

**REINSTATEMENT**

11. If the Company elects or become bound to reinstate repair or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents and other information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the sum insured thereon. If the Company shall be unable to reinstate repair or replace the damaged property because of any municipal or other regulations in force or if the Insured is unwilling or unable to reinstate of repair or replace that damaged property the Company shall then only be liable to pay such sums as would be requisite to reinstate repair or replace such property if the same could lawfully be reinstated to its former condition subject to the limit provided for in the Policy.

**12. SUBROGATION**

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

**13. CONTRIBUTION**

If at the time of any loss or damage happening to any property hereby insured under this Policy there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such loss or damage or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage. This Condition does not apply to Section 4 (Personal Accident).

**14. AVERAGE**

If the Property Insured under 9 (Fire & Extraneous Perils) shall at the time of loss be collectively greater value than the Sum Insured thereon, or if the total number of employees insured under Sections 6 (Workmen's Compensation) and 10 (Fidelity Guarantee) is greater than the number set out in the Policy, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this condition.

**15. ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required to do so by either of the parties or in case the Arbitrators do not agree if an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be condition precedent to any right of action against the Company.

**16. DISCHARGE OF LIABILITY**

If it so desired, the Company may at any time discharge its liability by paying to the Insured the limit of liability and cease to have the conduct and control of the negotiations, actions or proceedings in connection with the claim. The Company shall not be responsible for any costs or expenses incurred thereafter nor for any consequential loss, which the Insured may claim to have sustained.

**17. JURISDICTION**

This Policy shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Company shall not be liable for any judgement, which is not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.

**18. ASSIGNMENT OF POLICY**

This policy is not assignable and the Company shall not be affected by notice of any trust changed lien assignment or other dealing with this Policy.

## 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))

## IMPORTANT NOTICE

It is our duty to remind you that you must disclose to us, fully and faithfully, all the facts you know or ought to know, otherwise you may not receive any benefit from this Policy.