

## HOME INSURANCE

### Important Notice

In accordance with the Insurance Act (Cap. 142), We would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

### A. General Terms

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

### B. Payment Before Cover Warranty

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer.
2. In the event that the total premium due is not paid to the Insurer on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. If the policyholder decided to cancel the cover during the Free Look period, the premium paid to the Insurer will be fully refunded provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

### C. General Definitions

**Accident / Accidental** means a sudden, unforeseen and fortuitous event, occurring during the Period of Insurance, which results in injury or death or property damage.

**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.

**Building** shall mean the private dwelling or residential flat and all domestic outbuildings, fixtures and fittings attached to the building, building structure (but not the foundations), swimming pool, walls, gates and fences and all other domestic improvements of a structural nature at the Premise and for which You are legally responsible. All buildings are declared by You to be built of bricks, stone or concrete and roofed with concrete, slate, metal, asbestos or a composite of asbestos and other non-combustible mineral ingredient unless specially mentioned.

**Burglary** shall mean unlawful or forcible entry or attempted entry of a structure with the intent to commit a felony or theft.

**Child** means any of Your unmarried dependent children aged between one (1) and below eighteen (18) years or up to twenty-five (25) years old if he or she is pursuing full-time education in a recognised tertiary institution and who is a member of the Household.

**Home Contents** shall mean

- (a) Household goods, valuables and belongings, including money up to S\$750 owned by, or the legal responsibility of you or a member of your family when in your home.
- (b) Tenant's fixtures and fittings.
- (c) Visitors' personal effects up to S\$2,500 when in your home unless otherwise insured.
- (d) Office equipment and office furniture used by you or your family for business or professional purposes up to S\$5,000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.

**except for the following:**

- (e) Property more specifically insured under another policy.
- (f) Motor vehicles and accessories, pedal cycles and watercraft.
- (g) Deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals and hearing aids.
- (h) Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings of the building(s), wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers.
- (i) Any property the value of which is included in the aggregate Benefit Limit on Renovation, fixtures and fittings or Building(s).
- (j) Property owned or held in trust in connection with any business profession or trade (other than office equipment and office furniture up to S\$5,000 when in your home).
- (k) Pets and Livestock.
- (l) Contact or corneal lenses.

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

**Excess** means the amount You must pay in the event of each and every loss.

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

**Fungi** means any form of fungus including but not limited to all forms of mould or mildew and any mycotoxins, spores, scents, vapours, gases or substances including any by-products produced or released by it.

**Guest** means someone who you have invited to your home, for a party or a meal, or to stay for the night.

**House Guest** means someone who is living with you in your house for a short time, for example a friend who is visiting you

**HDB** means Housing & Development Board.

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

**Household** means all members of Your family living with You permanently.

**Injury** means bodily injury sustained by an Insured during the Period of Insurance and is caused by an Accident solely and independently of any other causes within fifty-two (52) weeks from the date of such Accident.

**Insured Perils** refer to the following:

- (a) Fire, lightning, thunderbolt, subterranean fire.
- (b) Domestic explosion.
- (c) Aircraft and other aerial devices and/or articles dropped therefrom.
- (d) Impact by any road vehicle not belonging to nor under the control of You or any member of the Household.
- (e) Bursting or overflowing of domestic water tanks, apparatus or pipes from within the property insured or containing property insured but excluding damage thereto and loss or damage occurring whilst Your Home is left unoccupied for more than sixty (60) days.
- (f) Theft accompanied by actual violent and forcible entry or any attempt to break in excluding loss or damage occurring whilst Your Home is left unoccupied for more than sixty (60) consecutive days.
- (g) Hurricane, Cyclone, Typhoon and Windstorm including flood or overflow of the sea occasioned thereby.
- (h) Earthquake or Volcanic Eruption including flood or overflow of the sea occasioned thereby.
- (i) Subsidence or Landslip caused by Flood only but excluding the first S\$10,000 or 10% of the claim cost whichever is higher for each and every loss.
- (j) Riot, Strike, Civil Commotion not amounting to a popular uprising, strike or labour disturbance.
- (k) Malicious persons and vandals except for loss or damage occurring while Your Home has been unoccupied for more than sixty (60) days whether consecutively or not in any one Period of Insurance and/or loss or damage caused by the wilful or dishonest act of You and/or Your Household or with the connivance of You and/or Your Household.
- (l) Falling trees or branches but not loss or damage caused by falling or looping of trees by You or on Your behalf.

- (m) Smoke damage to the property insured by fire directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit while in Your Home excluding damage thereto.
- (n) Accidental Damage to all electrical and electronic appliances.

**Medically Necessary** shall mean a medical service which is:

- (a) consistent with the diagnosis and customary medical treatment for a covered disability; and
- (b) in accordance with standards of good medical practice, consistent with a current standard of professional medical care and of proven medical benefits; and
- (c) not for the convenience of the Insured or the Medical Practitioner, and unable to be reasonably rendered out of hospital (if admitted as an inpatient); and
- (d) not of an experimental, investigational or research nature, preventive or screening nature; and
- (e) for which the charges are fair, reasonable and customary for the disability.

**Medical Practitioner** refers to a legally qualified physician or surgeon other than the Insured or a member of His Household. Medical Practitioners registered with the Traditional Chinese Medicine Practitioners Board are not included.

**Mobility Aid** refers to a device designed to assist walking or otherwise improve the mobility of people with a mobility impairment.

**Mobility Device means a vehicle that:**

- (a) is designed to be used by one person;
- (b) has one or more wheels that operate on a single axis;
- (c) is propelled by an electric motor attached to the vehicle or by human power or both; and
- (d) does not resemble a motor car or motor cycle.

This includes (but not limited to) wheelchair, scooter, power scooter, power assisted unicycle, power assisted bicycle, hoverboard, rollerblade, roller-skate, skateboard, skate-scooter and unicycle. We exclude (but not limited to) a bicycle, trolley, any wheeled baby transport (for example perambulator and stroller), motor car and motor cycle.

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

**Period of Insurance** refers to the period of cover as shown in the Schedule.

**Robbery** shall mean taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

**Renovation** means improvements and additions made within Your home by You as owner or by any former owner of Your home in the form of fixtures and fittings which include flooring, built-in wardrobes and kitchen cabinets but does not form any part of the building.

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

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

**Theft** shall mean the physical removal of an object that is capable of being stolen without the consent of the owner and with the intention of depriving the owner of it permanently.

**Uninhabitable** means Your Home is assessed by Us or Our appointed surveyor to be unfit to live in or tenanted.

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

**Visitors** means someone who visits your House or a person who is invited by you to your house excluding third party contractors who comes to your House to do repair work.

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

**You, Your, Yours and Insured** refer to the Insured named in the Schedule.

#### D. Table of Coverage

Section	Benefits	Maximum Benefit Limit
1	Renovation	S\$50,000
2	Home Contents	S\$50,000
2A	Valuables	S\$2,500
2B	Money	S\$750
3	Theft, Burglary and Robbery at Home	S\$5,000
4	Personal Legal Liability	S\$500,000
5	Accident at Home (eligible up to age 70)	S\$50,000

#### Section 1 – Renovation

We will pay You for physical loss or damage to the Renovation caused by any of the Insured Perils. Our maximum liability during any one policy year in respect of this section shall not exceed in the aggregate the Benefit Limit stated in the Schedule.

#### Section 2 – Home Contents

We will pay You and Your Household for physical loss or damage to Home Contents, caused by any of the Insured Perils. Our maximum liability during any one policy year in respect of this section shall not exceed in the aggregate the Benefit Limit stated in the Schedule.

#### Section 2A – Valuables

We will pay for loss or damage up to the following: \$2,500 in aggregate in respect of Valuables during the entire Period of Insurance, subject to:

- (a) S\$1,000 for any one article (excluding the first S\$100 of each and every loss).

- (b) works of art, paintings, fine glassware and crystal, tapestries, antiques and other collectible property, shall not exceed S\$1,000 per item.

### **Section 2B – Money**

We will pay up to S\$750 against theft of personal Money belonging to You or any member of the Household following actual forcible and violent entry occurring at your Home.

We will not pay for:

- (a) losses if the incident is not reported to the police within 24 hours of discovery;
- (b) Money belonging to You and any member of the Household in connection with any business or commercial purpose; and
- (c) losses committed by any member of the Household.

### **Section 3 – Theft, Burglary and Robbery at Home**

We will pay for loss or damage up to the following:

- (a) Theft by perpetrators who break into a building or room therein by force, or break open a locked container, Theft involving the use of threats or force against the insured persons, simple Theft without the use of force that is neither deemed a Burglary nor a Robbery (e.g. Theft by a pickpocket or a confidence trickster) subject to:
  - i. Money in case of simple Theft is excluded;
  - ii. Maximum amount that will pay for Valuables above a certain limit, unless they are stolen from a fitted, locked safe. The limit is stated in the Section on Valuables.

We will not pay for:

- (a) claims for Theft or attempted Theft by you, your family, or anyone who you employ permanently in or around your Home, such as a nanny, cleaner or gardener;
- (b) claims for Theft or attempted Theft by lodgers, paying guests or tenants;
- (c) Theft or attempted Theft when your home or any part of it is lent, let or sublet to someone who is not a member of your family, unless there is damage to the Building during the break-in;
- (d) losses if your Home is unoccupied or unfurnished;
- (e) theft if it is caused by someone deceiving you, except if they deceive you to gain entry to your property; and
- (f) Theft of Money unless your Buildings were damaged when they were broken into.

The aggregate amount We will pay in respect of Section 2a – Valuables, Section 2b – Money and Section 3 - Theft, Burglary and Robbery at Home arising from any one occurrence or series of occurrence due to Theft, Burglary or Robbery at Home in respect of any one Period of Insurance shall not exceed S\$5,000.



#### **Section 4 – Personal Legal Liability (Worldwide)**

We will pay up to the limit stated in Your Schedule for any one occurrence and in aggregate in respect of which You or any member of Your Household become legally liable to pay as compensation in Your or their capacity as a private individual or as occupiers of Your Home for:

- (a) Accidental death or bodily Injury to third party;
- (b) loss or damage to property which does not belong to You nor is under the charge or control of You or any member of Your Household occurring anywhere in the world during the Period of Insurance.

We will also pay, up to the limit stated in Your Schedule:

- (c) all legal cost and expenses of litigation recovered against You or any member of the Household by any claimant;
- (d) all costs and expenses of legal defence incurred by You or any member of the Household with Our written consent.

We will not pay for:

- (a) liability in respect of loss or damage to property belonging to or in the charge or under the control of any person other than You or any member of the Household.
- (b) liability for death, injury or loss of or damage to property:
  - i. arising out of any deliberate or malicious act;
  - ii. arising from the ownership, possession or use of any mechanically propelled vehicle, lifts, elevator, personal Mobility Device, personal Mobility Aid, motor vehicles, trailers, aircrafts, watercrafts or firearms;
  - iii. arising out of Your or any member of the Household in respect of the employment, business or profession.
- (c) fines, penalties, exemplary or punitive damages.

The aggregate amount We will pay arising from any one occurrence or series of occurrence in respect of any one Period of Insurance shall not exceed S\$500,000.

#### **Section 5 – Accident at Home**

If You, Your Household Members, Guest or House Guest and visitors to your house involved in an Accident within the insured Home which causes injury, or fatal death or become permanently disabled, We will pay You or Your legal representatives and Guest or House Guest and visitors' legal representatives the percentage of the Personal Accident Sum Insured stated in below table of benefits, subject to the severity of Your or Your Household Members', Guest or House Guest and visitors' Injury.

We will reimburse You or Your Household Members, Guest or House Guest and visitors to your house for any Medically Necessary expenses incurred arising from an Accident up to S\$500 in the aggregate.

The sum insured limit is S\$50,000 in the aggregate during the Period of Insurance subject to the following limits:

- (a) You and Your spouse at S\$15,000 each
- (b) Your Child(ren) at S\$10,000 each
- (c) Guest or House Guest and visitors to your house at S\$10,000 each
- (d) Medically Necessary expenses S\$500 aggregate.

Sub-Section	Severity	Percentage of Accident at Home Sum Insured
5A	Fatal Accidental Injury directly resulting in death	100%
5B	Total and Permanent Disability	
	(a) Total and permanent severance or loss of use of two or more limbs above the wrist/ankle	
	(b) Total and permanent loss of all sight in both eyes	
	(c) Third degree burns to 8% or more of the head or more than 20% of the body	
	(d) Third degree burns to between 5% and 8% of the head or between 15% and 20% of the body	50%
	(e) Total and permanent severance or loss of one limb above the wrist/ankle	50%
	(f) Total and permanent loss of all sight in one eye	50%
	(g) Total and permanent loss of all hearing in one ear	50%
	(h) Total and permanent loss of speech	50%

#### Special Provisions to Section 5

- Compensation shall not be payable under Benefit 5A and 5B unless death or disablement occurs within twelve (12) calendar months from the date of Injury.
- The aggregate of all benefits payable in respect of Benefit 5A and 5B in any one Period of Insurance shall not exceed S\$50,000.
- Any claim payable under Benefit 5A shall be reduced by a sum equal to any claim payable under Benefit 5B in respect of the same Accidental Injury.
- No Insured shall be entitled to compensation under both Benefit 5B and 5B in respect of the same period of time.

#### We will not pay for:

- If the insured person was more than seventy (70) years old at the time the Injury occurred.
- Death or Injury as consequent upon:
  - suicide or any attempted suicide;
  - self-inflicted injury;
  - the effects of intoxicating liquor or illegal drugs;
  - pregnancy, childbirth;
  - any kind of disease or illness;
  - pre-existing physical or mental defects or infirmity including insanity.
- Death or Injury caused while You, Your spouse or Child(ren) were engaging in or taking part in:
  - any naval, military or air force service or operation;
  - air travel except as a fare-paying passenger in a fully licensed passenger carrying aircraft;
  - any trade, technical or sporting activity or as crew, all in connection with an aircraft;
  - any kind of race (other than on foot or swimming) or trial of speed or reliability,
  - dangerous sports such as parachuting, hang gliding, mountaineering, rock climbing;
  - winter sports;
  - sports in a professional capacity.



## E. General Exclusions (Applicable to the Entire Policy)

We will not pay for any loss, damage or injury, or other contingency which is in any way due to:

### 1. Acts of Authorities

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

### 2. Abnormal Conditions/State of Emergency

Any loss, damage or other contingency happened during the existence of abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions or state of emergency as declared by the local authorities.

### 3. War, Invasion and Civil Commotion

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war and
- (b) Civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

### 4. Act of Terrorism

Any loss, damage, cost or expense or consequential to the loss however caused or contributed by, resulting from or in connection with:

- (a) Any Act of Terrorism, notwithstanding any provision to the contrary within this policy or any endorsement thereto;
- (b) Any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### 5. Nuclear Risks

- (a) Any injury or any loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss; and
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- (c) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### **6. Fungi, Wet or Dry Rot or Bacteria**

Any loss or damage to Your property or Your liability to third party for bodily injury or property damage directly or indirectly caused by or attributed to the presence, growth, proliferation, spread or any activity of Fungi, Wet or Dry Rot or Bacteria. Also excluded are: (a) any requirement by You to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, Fungi, Wet or Dry Rot or Bacteria and/or (b) any liability imposed on You by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from Fungi, Wet or Dry Rot or Bacteria.

#### **7. Gross Negligence, Criminal, Dishonest, Fraudulent, Malicious or Wilful Conduct**

Any loss, damage or injury arising from or contributed to by gross negligence, criminal dishonest, fraudulent, malicious or wilful act or omission by You or any member of Your Household or anyone who is authorized to gain access to Your Home.

#### **8. Consequential Loss**

Consequential loss or damage of any kind.

#### **9. Loss, Destruction or Damage Caused by Electrical Apparatus**

Loss, destruction or damage caused by any electrical machine apparatus or any portion of the electrical installation arising from or occasioned by its overrunning, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity arising from whatever cause (lightning included).

#### **10. Repairs/Reinstatement Works by HDB**

Any loss or damage to the Building which the HDB or HDB's appointed contractor has undertaken or is legally bound to repair or reinstate for those HDB properties insured under this policy.

#### **11. Repairs/Reinstatement Works by Management Corporation Strata Title (MCST)**

Any loss or damage to the Building which the MCST or MCST's appointed contractor has undertaken or is legally bound to repair or reinstate for private homes insured under this policy.

#### **12. Sonic Bangs**

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### **13. Property Damage Clarification Clause**

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to the data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Policy:

- (a) Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of

use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **14. Sanction Limitation and Exclusion Clause**

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America (USA).

### **F. General Conditions (Applicable to the Entire Policy)**

We will not pay for any loss, damage or injury, or other contingency which is in any way due to:

#### **1. Duty of Care**

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

#### **2. Due Diligence**

The due observance and fulfilment of the terms, conditions and endorsements of this policy by You insofar as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said proposal shall be conditions precedent to Our liability to make any payment under this policy.

#### **3. Duty of Disclosure**

Any fraud, misstatement or concealment in respect of this insurance or of any claims hereunder will render this policy null and void and any benefit due hereunder will be or become forfeited.

#### **4. Fraud**

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy, all benefits thereunder shall be forfeited.

#### **5. Transfer of Interest**

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

#### **6. Free Look Period**

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

#### **7. Cancellation and Refund**

This policy may be cancelled at any time at Your request in writing to Us and the premium shall be adjusted on the basis that We shall be entitled to receive or retain the customary

short term premium, provided no claims have been made under the policy. No refund shall be given where a claim has been lodged under the policy.

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

## **8. Reinstatement**

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

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

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

## **9. Other Insurance**

If at the time of any accident which results in a claim under this Policy there is any other insurance covering the same damage or liability or any part of it, We will only pay Our rateable proportion of the claim (this does not apply to Section 5 - Accident At Home).

If Your premises are insured by any MCST or HDB town council, You must first send a claim to them for any loss or damage. We will only pay if the:

- (a) loss or damage is not covered by the insurance taken out by the MCST or HDB town council; or
- (b) loss or damage is more than the limits of insurance taken out by the MCST or HDB town council.

## **10. Admission Offer**

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

## **11. Governing Law**

This policy will be governed by and interpreted in accordance with Singapore law.

## **12. Jurisdiction Clause**

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

## **13. Exceptions to Indemnity**

Notwithstanding anything to the contrary in this policy, it is agreed that the indemnity provided herein will not apply to:

- (a) Compensation for damage in respect of judgment not delivered by or obtained from a court of competent jurisdiction within Singapore; and

- (b) Costs and expenses of litigation recovered by any claimant from You, which are not incurred in and recoverable in Singapore.

#### **14. Geographical Coverage**

For Sections 1-5 except Section 4, the insurance coverage is limited to loss occurring within Singapore. For Section 4, the insurance coverage is worldwide excluding those within the geographical areas of USA and Canada.

#### **15. Notice of Claim**

A claim must be notified to us as soon as possible and in any case within thirty (30) days after the occurrence of any event which may give rise to a claim. To report a claim, please call +65 9695 1338 or +65 8218 8521.

#### **16. Notice Period**

You shall on the happening of any specific loss to the insured person or any loss or damage to the property insured give immediate notice thereof in writing to Us and shall at Your own expense within thirty (30) days after the happening of such loss or damage deliver to Us the claim in writing with detailed particulars and proofs as may be reasonably required. In the case of loss or damage by Theft, Burglary or Robbery or any attempt there at, You shall also give immediate notice to the Police. If We elect to reinstate any property, You shall furnish to Us all plans, specifications and quantities as We may reasonably require.

#### **17. Basis Of Settlement**

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

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

#### **18. Contracts (Rights of Third Parties) Act (Cap. 53B)**

A person who is not a party to this policy contract will have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B), to enforce any of its terms.

#### **19. Burden of Proof**

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

#### **20. Proof of Value and Ownership**

To help You prove any loss, We recommend that You keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with Your claim.

#### **21. Renewal**

If this policy is renewed, We will provide the new terms and conditions (if these apply) for the next policy year before the start date of the next policy year.

If We did not receive any request to cancel the policy as set out in clause 7 of this section, We will take the premium using the current payment method You have chosen.

This policy will apply for as long as We can successfully collect the premium before the premium due date.

## G. Dispute Resolution

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

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

## H. Policy Owner's Protection Scheme

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

## I. Data Privacy

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

Information is correct as at 29 September 2023.