POLICY WORDING

PUBLIC LIABILITY INSURANCE

COVERAGE

Whereas the Insured, carrying on the business described in the Schedule and no other for the purpose of this insurance, by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Insurance Pte. Ltd.** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

Now this Policy witnesseth that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon the Company will indemnify the Insured against:

(A) All sums which the Insured shall become legally liable to pay for compensation in respect of

(1) accidental bodily injury to or illness of any person
(2) accidental loss of or damage to property

happening during the period of insurance and occurring within the territorial limits stated in the Schedule in connection with the business.

(B) All costs and expenses of litigation

(1) recovered by any claimant against the Insured
(2) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

IMPORTANT NOTICE

In accordance with Section 23(5) of the Insurance Act 1966, You are reminded that You must disclose to the Company 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.

GENERAL TERMS

1. This Policy, The Schedule, Endorsement, application, proposal, declaration and attached supporting documents with other statements in writing, if any, are evidence of the contract between the Insured and the Company and shall hereinafter be referred to as the "Policy". The proposal made to the Company in connection with this insurance shall be the basis and forms part of this Policy.

2. This Policy, The Schedule, Endorsement, application, proposal, declaration and attached supporting documents with other statements in writing, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

3. The conditions which appear in this Policy must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.

4. Any word denoting a singular pronoun shall also mean to include the plural.

5. **We**, **Our**, **Us**, **Etiqa** means **Etiqa Insurance Pte. Ltd.** (Company Reg. No. 201331905K).

6. **You**, **Your** and **Yours** means the **Insured** referred to in the Schedule.

LIMIT OF INDEMNITY

The liability of the Company under this Policy 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 one source or original cause shall not exceed the limit of indemnity stated in the Schedule.

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 of competent jurisdiction within the Republic of Singapore.

EXCEPTIONS

The indemnity expressed in this Policy shall not apply to:

1. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

2. liability in respect of
   (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person with the Insured.
   (b) any sums payable by the Insured under legislation relating to occupational injury or illness.

3. liability in respect of loss or damage to property
   (a) belonging to the Insured.
   (b) in the charge or under the control of the Insured or any servant or 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 engine 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.

4. liability in respect of
   (a) 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.

5. liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
   (a) 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) defective sanitary arrangements or pollution.
   (e) accident to any vessel or craft in consequence of the defective condition or unsuitability of any berth dock or mooring.
   (f) any goods supplied, repaired, altered or treated by the Insured.
   (g) fire and explosion.

6. liability directly or indirectly occasioned by or through or in consequence of
   (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not).
   (b) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising insurrection, rebellion, revolution, conspiracy, military, or usurped power.
   (c) 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.

(d) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence; or

(e) looting or pillage in connection with any of the aforementioned occurrences.

7. liability directly or indirectly caused by or contributed to by or arising from 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 combustion shall include any self-sustaining process of nuclear fission.

8. liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

1. **Interpretation**
This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. **Observance of Terms**
The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. **Renewal or Cancellation**
The Company shall neither be bound to send any notice of a renewal premium becoming due, nor to renew this Policy. The Company may cancel this Policy by sending fourteen days' (14) notice by registered post to the Insured at his last known address provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance.

4. **Prevention of Accident**
The Insured shall take all reasonable precautions to prevent injury, illness, loss or damage and to comply with all statutory obligations and regulations imposed by any authority. The Insured shall give immediate notice to the Company of any change materially affecting the risk insured herein.

5. **Notice of Accident**
In the event of any occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall as soon as possible give notice thereof to the Company in writing 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 in writing to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid.

6. **Conduct of Proceedings**
The Insured shall not without the consent in writing of the Company repudiate liability, negotiate, settle or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

7. **Discharge of Liability**
If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Insured the limit of indemnity in respect of any one accident or the balance of such limit of indemnity if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations, action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Insured may claim to have sustained by reason of the Company having acted as herein provided.

8. **Premium Adjustment**
If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one (1) month from the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.

9. **Contribution**
If at the time of any claim arising under this Policy there shall be any other insurance covering the same liability the Company shall not be liable for more than its rateable proportion thereof.

10. **Arbitration & Governing Law**
This Policy and arbitration agreement shall be governed by the laws of Singapore.

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The arbitral tribunal shall consist of one (1) arbitrator and shall be appointed according to the SIAC rules. The language of the arbitration shall be English.

WARRANTIES / CLAUSES ATTACHING TO AND FORMING PART OF THIS POLICY

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.

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.

FRAUD AND MISREPRESENTATION
If the Insured or such other claimant or anyone acting on his / their behalf fraudulently makes any claim under this Policy or obtains any sum payable under this Policy through fraudulent means or devices, all indemnity paid under this Policy shall be forfeited and must be immediately repaid. This Policy will be terminated immediately and there will be no refund of premiums.

IT 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 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 Policy:

(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.

PROFESSIONAL INDEMNITY & PRODUCT LIABILITY EXCLUSION
The Policy does not indemnify any legal liability incurred by the principals and/or professional consultants and/or their authorized representatives, which is indemnifiable under a professional indemnity insurance Policy and/or product liability insurance Policy.

PROHIBITED PERSON LIMITATION AND EXCLUSION
If You are or any relevant person is found to be a Prohibited Person:

(a) We are entitled not to accept the application; and

(b) If any policy is issued, We are entitled to end/terminate the policy, not pay any benefit or not allow any transaction to be carried out under the policy. We will not refund, any unutilized premium when the policy is ended/ terminated.

You will need to inform us immediately if there is any change in Your or any relevant person's identity, status or identity documents.

Our decision in respect of this exclusion will be final.

Prohibited Person means a person or entity who is, or who is related to a person or entity:

(a) Subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict us from providing insurance or carrying out any transaction under this policy; or

(b) Who is involved in any terrorist or illegal activities or placed on sanction listing or issued with freezing order.

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 Company takes the position 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 Insured.

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

CYBER LOSS ABSOLUTE EXCLUSION CLAUSE

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

2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
   (a) the use or operation of any Computer System or Computer Network;
   (b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
   (c) access to, processing, transmission, storage or use of any Data;
   (d) inability to access, process, transmit, store or use any Data;
   (e) any threat of or any hoax relating to 2(a) to 2(d) above;
   (f) any error or omission or accident in respect of any Computer System, Computer Network or Data.

3. **Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any

other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

4. **Computer Network** means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. **Data** means information used, accessed, processed, transmitted, or stored by a Computer System.

6. When this clause forms part of a reinsurance contract, Insured shall be amended to read original Insured.

THE FOLLOWING ENDORSEMENTS / CLAUSES / WARRANTIES APPLY ONLY WHEN SPECIFIED IN THE SCHEDULE

CAR PARK ENDORSEMENT
This Policy is extended to cover the legal liability of the Insured in respect of loss or damage to vehicles under the control of the Insured or the Insured's parking attendants whilst in the car park of the Insured.

Provided always that :-

(a) the Company shall not be liable for any such loss or damage insofar as such loss or damage is covered by any other insurance

(b) the liability of the Company under this endorsement in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the limit of indemnity specified in the Policy.

CROSS LIABILITY CLAUSE
For the purposes of this Policy each of the parties comprising the Insured shall be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which they may have or acquired against any of the aforesaid parties arising out of any occurrence in respect of which a claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability hereunder.

DEFECTIVE SANITARY INSTALLATION ENDORSEMENT
It is hereby declared and agreed that this Policy is extended subject to its terms, limitations and conditions, 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.

EMPLOYEES' EFFECTS ENDORSEMENT
This Policy extends to cover the legal liability of the Insured for loss of or damage to the clothing and/or personal effects of employees, the amount of indemnity under this extension being limited to S$250.00 in respect of any one accident.

FIRE & EXPLOSION ENDORSEMENT
This Policy is extended to cover the legal liability of the Insured for death or bodily injury or loss of or damage to property caused by or in connection with or arising from fire and/or explosion.

FIRST AID FACILITIES ENDORSEMENT
This Policy 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.

FOOD AND DRINK ENDORSEMENT
This Policy extends to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the business at the situation named in the Schedule.

Provided that :-

(a) For the purposes of this extension the word “injury” wherever used in this extension shall be deemed to include illness;

(b) The liability of the Company shall not exceed the amount specified in the Schedule of the Policy as the limit of indemnity;

(c) The Insured shall at all times take every possible precaution to prevent the sale 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.

INDEMNITY TO DIRECTORS AND EXECUTIVES ENDORSEMENT

If any claim is made upon any director and/or executive of the Insured and the claim is such that if made upon the Insured and the Insured would be entitled to indemnity under this Policy, the Company will in the terms of and subject to the limitations of this Policy indemnify the said director and/or executive of the Insured in respect of such claim.

Provided that :-

(a) any director and/or executive is not entitled to indemnity under any other policy or policies;

(b) the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the director and/or executive where the injury arises out of or in the course of such person’s employment or service with the director and/or executive;

(c) such director and/or executive shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply;

(d) the extension by this endorsement shall not operate to increase the Company’s liability as set forth in the Schedule under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

LIFT, ELEVATOR, ESCALATOR, HOIST OR CRANE ENDORSEMENT

Notwithstanding anything contained in exception 5(c) of this Policy, the indemnity provided under this Policy is extended to include the use of or operation of lift, elevator, escalator, hoist or crane on the Insured’s premises.

Provided however that the Company shall not be liable in respect of claims arising in connection with any such vehicle or such attachment thereto :-

(a) in respect of the use of which insurance is required by virtue of any legislation relating to motor vehicles;

(b) which is otherwise insured in respect of the same liability

Provided always that the liability of the Company under this Policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the limit of indemnity specified in this Policy.

NEON/ADVERTISING SIGNS ENDORSEMENT

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the neon/advertising signs installation on the property of the Insured.

Warranted that the Insured shall comply with all statutory enactments, bylaws and regulations and shall at all times ensure that the neon/advertising 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 neon/advertising signs after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting same.

Provided always that the liability of the Company under this Policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the limit of indemnity specified in this Policy.

NON-OWNED & HIRED AUTOMOBILES ENDORSEMENT
This Policy is extended to cover the Insured's legal liability for death and/or bodily injury to third party and loss and/or damage to third party's property arising out of the usage of non-owned and hired automobiles by the Insured in the course of their business provided that such liability is not already Insured by any other policy.

PLANT & MACHINERY CLAUSE
It is hereby understood and agreed that this Policy extends to indemnify the Insured's legal liability for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any plant and machinery in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured. However, should such plant and machinery be specifically insured under any other policy for third party liability insurance the Company will not indemnify the Insured nor be called upon to contribute under this Policy for any liability attributed to the use of such plant and machinery.

PRIVATE WORK FOR DIRECTORS OR EXECUTIVES ENDORSEMENT
This Policy is extended to indemnify the Insured and any director or executive of the Insured in respect of the employment on private duties of any employee of the Insured by such director or executive.

Provided that :-

(a) such director and/or executive is not entitled to indemnity under other policy or policies

(b) the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the director and/or executive where the injury arises out of and in the course of such person's employment or service with the director and/or executive

(c) such director and/or executive shall as though he were the Insured observe fulfill and be subject to the terms exceptions limits and conditions of this Policy so far as they can apply

(d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the Schedule under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

SOCIAL ACTIVITIES ENDORSEMENT
This Policy is extended to indemnify the Insured in respect of the Insured's legal liability for bodily injury and property damage as defined in this Policy caused by or arising out of and in connection with any social, recreational or welfare activities organised, supervised and managed by the Insured for its invited participants, including employees, their families and friends anywhere in Singapore and Malaysia.

The word "Insured" whenever appearing includes as an Insured any person who is a member of the organising or management committee for such social, recreational or welfare activities but only while acting within the scope of their duties as such.

SWIMMING POOL ENDORSEMENT
It is hereby declared and agreed that the Policy extends to indemnify the Insured for claims in respect of death or bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with the swimming pool belonging to the Insured.

TENANTS' LIABILITY ENDORSEMENT
The exclusion of property in the charge or under the control of the Insured or any servant or agent of the Insured shall not apply in the event of loss or damage to premises (all fixtures or fittings thereof) hired, leased or rented to the Insured.

Further, this insurance extends to cover the Insured's legal liability as occupiers of the premises.

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.

VIBRATION AND WEAKENING OF SUPPORT
This Policy is extended to include liability in respect of damage to property, land or buildings caused by vibration or by the removal or weakening of support.

Provided that :-

(a) Immediately upon discovery of damage to third party property caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on

his behalf, the Insured shall suspend operations, carry out repairs and install additional supports to the damaged property. If the Insured fails to comply with this special provision the Company shall be under no liability for any claims in respect of damaged property.

(b) the Company shall not be liable for:
  (i) claims in respect of damage to buildings under demolition or declared by the Public Works Department to be dangerous.
  (ii) any expenses incurred in taking safety measures to prevent damage to third party property.
  (iii) claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the buildings or structure or the safety of its users is impaired.
  (iv) the first amount of the loss specified in the Schedule of this Policy for each and every claim for loss of or damage to third party property due to vibration or weakening or removal of supports, whichever is the greater.

(c) the maximum liability of the Company under this extension in respect of any one accident and in the aggregate, shall not exceed the 'any one accident' limit specified in the Schedule of this Policy.

Subject otherwise to the terms, exceptions and conditions of this Policy.

WARRANTY CONCERNING UNDERGROUND CABLESAND PIPES

It is agreed and understood that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities. The Insured shall provide the Company with documentary evidence of such enquiry, including any correspondence with the relevant authorities and the relevant authorities' responses.

In the event of utilities plan/drawing indicating the presence of services in the vicinity of the works, the Insured shall proceed to locate such services by hand-digging of trial pits prior to any mechanical excavation.

In the event of such services cannot be located by reasonable hand-digging, the Insured shall approach the utility company concerned and seek their assistance in the location failing which the Company shall not be responsible for ensuing loss.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities. Any consequential damage shall be excluded from the cover.

WORLDWIDE EXTENSION FOR EXECUTIVES ON TRAVEL ENDORSEMENT

It is hereby declared and agreed that this Policy extends to indemnify the Insured for all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's executives whilst engaged on the Insured's business anywhere in the world.

Provided always that the liability of the Company under this endorsement shall not exceed the limits of indemnity under this Policy. However, in respect of U.S.A. and Canada, the liability of the Company is limited to S$100,000/- any one accident and in the aggregate.

PREMIUM PAYMENT WARRANTY

1. Despite anything in this Policy but subject to clause (2) hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by 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 sixty (60)-day period;
   (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60)-day period; and
   (c) We shall be entitled to a pro rata time on risk premium subject to a minimum of S$25 (before GST).

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

PERSONAL DATA USE

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