# **ețiqa** Insurance

# Homeowners Enhanced Insurance

In this Policy, "You" & "Your" refer to the Insured named in the Schedule and immediate members of the Insured's household, if permanently residing with the Insured. "We, "Our" and "Us" refer to the Etiqa Insurance Pte. Ltd., the Company providing this insurance.

You, the Insured named in the Schedule, have paid or agree to pay Us, the Company, the premium mentioned in the Policy Schedule, We will indemnify You for:

#### Section A: Household Contents

Loss or damage to Contents within the confines of Your Housing & Development Board flat (known as the 'HDB') caused by the following Insured Perils:

Insured Perils	Deductible
1. Fire, Lightning	-
2. Explosion of domestic appliances	-
3. Smoke Damage	-
4. Earthquake	-
5. Bursting and Overflowing of domestic water pipes but excluding Damage due to wear and tear	\$200.00
6. Vehicle Impact Damage	-
7. Aircraft or Other Aerial Device	-
8. Riot and Strikes	-
9. Malicious Damage	-
10. Spontaneous Combustion	-
11. Theft by violent and forcible entry	-

Our total liability in respect of loss or damage by all or any one of the Perils mentioned above during any one Policy Year shall not exceed in the aggregate the sum insured of \$120,000.00 for Contents and where the loss or damage to contents is caused by theft it shall not exceed in the aggregate the sum of \$30,000.00 during the entire Period of Insurance.

Household Contents means any fixtures and fittings installed by You (not provided by the HDB), household furniture and furnishings, clothings and personal effects belonging to You or to members of Your immediate family (which include parents, spouse, children or siblings or domestic servants permanently staying with You)

Subject to the following sub-limit provisions:

- (a) Jewellery, platinum, gold and silver articles, watches, and furs shall not exceed:
  - Thirty percent (30%) of the sum insured for Contents any one loss during the entire Period of Insurance
    One thousand dollars (\$1,000) for any one article (excluding the first \$100 of each and every loss)
- (b) Works of art, paintings, fine glassware and crystal, tapestries, antiques and other collectible property, shall not exceed \$200.00 per item and 5% of the Contents sum insured during the entire Period of Insurance
- (c) Belongings of Domestic Servant shall not exceed \$2,500 for any one loss during the Period of Insurance

Property Not Insured

This policy does not insure loss or damage to:

- a) Manuscripts, plans, drawings, designs, patterns, models or moulds.
- b) Securities or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records

- c) Money or Cash
- d) Contents that are left in the open and outside the confines of Your HDB flat.

Perils That Are Not Insured

This Policy does not insure loss or damage caused by:

- a) flood or overflow except as specifically insured by this Policy
- b) hurricane, cyclone, typhoon and windstorm to contents in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such perils or to window grills, awnings, blinds, signs and other outdoor fixtures or fittings including gates
- c) by landslip, subsidence or settlement of soil unless it is caused by earthquake or volcanic eruption
- d) pressure waves or any phenomenon associated with it, aircraft and other aerial devices traveling at sonic or super sonic speeds.

**Basis Of Settlement** 

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.

#### Section B: Alternative Accommodation

If Your HDB flat is made untenable by any Insured Perils described in Coverage A, We will pay the reasonable cost of rental incurred by You for an alternative accommodation until Your HDB flat is tenantable provided it does not exceed 3 consecutive months commencing from the date of fire or any shorter period that is necessary to restore Your HDB flat to a tenantable condition, whichever shall happen first.

- a) Our maximum limit of liability in respect of this section shall not exceed \$20,000.00 per occurrence and over the entire Period of Insurance.
- b) Reinstatement of cover shall not apply to this section.

This insurance shall not apply to any costs incurred beyond the 3 consecutive months commencing from the date of loss or damage to Your HDB flat.

#### Section C: Personal Liability

We will indemnify You and members of Your immediate family (as defined above) who are permanently staying with You in respect of all sums which You are held legally liable to pay as compensation for:

- Accidental bodily injury to any person (other than Yourselves or members of Your family or Household and not working for You under a Contract of Service or Contract for Service, at the time of the occurrence giving rise to the injury)
- (b) Accidental loss of or damage to property (other than property belonging to or in the charge or under Your control or under the control of any member of Your family or Household or any person working for You under a Contract of Service or Contract for Service).

Our maximum limit of liability to You arising from any one occurrence in Your HDB flat shall not exceed \$300,000.00 during any one Policy year.

We will, in addition, pay all legal costs and expenses recovered against You and Your immediate family members permanently residing with You by any claimant for compensation as aforesaid and/or incurred with Our written consent in defending any claim. We agree in terms of and subject to the limitations of this section to indemnify members of Your immediate family provided that each shall as though he/she is the Insured named in the Schedule, observe, fulfill and be subject to the terms, conditions & endorsements of this Section.

The indemnity provided in this Section shall not apply to:

- (a) Compensation for damage in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore.
- (b) Costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the Republic of Singapore

This Section does not insure any liability arising out of:

(a) You or Your family members' profession or business

- (b) The use of lifts or vehicles
- (c) Any contract of guarantee or any indemnity which imposes any liability on You and/or members of Your immediate family that would not have otherwise attached
- (d) Alterations, additions, repairs or decorations to the building performed by You or any members of Your immediate family or any person performing for and on You or any member of your immediate family's behalf
- (e) Injury, sickness, disease, death or destruction caused intentionally by or at Your direction and members of Your family
- (f) Rental or leasing out of Your HDB flat for acts or omissions caused by Your tenant(s)

#### Section D: Personal Accident

We will pay the sum of \$30,000 in the event You or Your spouse sustains bodily injury caused by an Accident solely and independently of any other causes and Death results within 365 days from date of such accident. This section is a 24 hours cover and applies to Accidents resulting in Death anywhere in the world.

For the purpose of this section, Accident shall mean sudden, unforeseen and fortuitous event that results in You or Your Spouse's Death.

We are not liable:

- (a) If You or Your spouse is more than 65 years old at the time of happening of the Event and
- (b) For death consequent upon suicide (whether felonious or not) or any such attempt or self-injury, pregnancy, childbirth, any kind of diseases or illnesses, pre-existing physical or mental defect or infirmity
- (c) If You or Your spouse is engaged or taking part in naval, military or air force service or operation, driving or riding in any kind of race, sports in professional capacity or flying except as a fare-paying passenger

#### Special Condition

Nomination of Beneficiary Exclusion

The nomination of a beneficiary/beneficiaries under the Insurance Act 1966 for the purpose of disposition or payment of policy moneys under this Policy shall not be permitted.

Policy moneys shall be paid out in accordance with policy terms and conditions, subject to policy exclusions.

#### Clauses

#### Reinstatement

In the event of a claim arising from Fire or any other Extra 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 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.

#### Terrorism Exclusion Clause

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 We 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 You.

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

#### "Fungi", Wet Or Dry Rot, Or Bacteria Exclusion Clause

This Policy does not insure 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 "Fungi", Wet Or Dry Rot, Or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "Fungi", Wet Or Dry Rot, Or Bacteria.

In addition, this insurance does not insure any requirement by You to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "Fungi", Wet Or Dry Rot, Or Bacteria.

This exclusion includes 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.

For the purpose of this Clause, "Fungi" means any type or form of fungus, including but not limited to all forms of mold or mildew and any mycotoxins, spores, scents, vapors, gases or substances, including any by products, produced or released by "Fungi".

#### Exclusion Of Third Parties Rights

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

#### Excluded Risks

This Policy does not insure:

- 1. Any loss, damage or injury, or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences :
  - (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 of siege 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.
- 2. (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.
- 3. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 4. Any loss or damage to the Building which the Housing and Development Board (HDB or appointed contractor) has undertaken or is legally bound to repair or reinstate for those HDB properties insured under this Scheme.
- 5. Any loss, damage or injury arising from or contributed to by any dishonest, fraudulent, criminal, malicious or willful act or omission by You or any member of Your family permanently residing with You.
- 6. Any loss, damage or other contingency happening during the existence of abnormal conditions (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.

In any action, suit or other proceeding where We allege that by reason of the provisions of this exclusion, 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.

#### General Conditions

- 1. This Policy and the Schedule with attaching sections 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 the Schedule shall bear such specific meaning wherever it may appear.
- 2. The due observance and fulfillment 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. 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 or minimum premium of \$75.00/-.

We may also terminate the insurance by sending You seven 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.

- 4. Unless otherwise expressly stated nothing contained herein shall give any rights against Us to any person other than You. Further, We shall not be bound by any passing of Your interest except by death or operation of law unless and until We have effected an endorsement to declare that the insurance shall remain in force. The extension of Our liability in respect of the property of any person other than You shall give no right of claim hereunder to such person, the intention being that You shall in all cases claim for and on behalf of such person and Your receipt shall absolutely discharge Us from any liability thereafter.
- 5. Except for Benefits provided under Coverage C, We shall not be liable for any loss, damage or liability which at the time of the happening of such loss, damage or liability is incurred by or would but for the existence of this Policy be insured by any other Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Policy or Policies had this insurance not been effected.
- 6. 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 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 or any attempt threat, 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.
- 7. 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 claim 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 claim and You shall at Our request and at Our expense give all information and assistance as We may require.
- 8. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy all benefits thereunder shall be forfeited.
- 9. Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein shall not apply to :
  - a. Compensation for damage in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore.
  - b. Costs and expenses of litigation recovered by any claimant from the Insured, which are not incurred in and recoverable in the Republic of Singapore.

#### Payment Before Cover Warranty

- 1. The total premium due must be paid to and actually received in full by Us or the Intermediary through whom the Policy was effected ("the Intermediary") on or before the inception date of coverage under the Policy or renewal of the Policy (the "Inception Date"). If the total premium is not paid and received in full by Us or the Intermediary on or before the Inception Date, the Policy or renewal (as the case may be) will not attach and no benefits will be payable by Us. Any payment received thereafter will be of no effect whatsoever as cover never attached on the Policy or renewal. This provision will prevail over an inconsistent term (if any) in the Policy.
- 2. Where payment is made at AXS, SAM, SingPost or vBox it must be made on or before the Inception Date, any payment received by such collection centers will be deemed to be payment received by Us.

## **Disputes 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.

### 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 web-sites (www.gia.org.sg or www.sdic.org.sg).

#### Personal Data Use

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

To report a claim, please call 9695 1338 or 8218 8521.

# Important Notice

In accordance with the Section 23(5) Insurance Act 1966, we would remind you that you must disclose to us fully and faithfully all the facts you know or could reasonably be expected to know, otherwise you may not receive any benefit from this Policy.

