



YOUR POLICY

Please read this policy carefully to ensure that it meets your requirements. If it does not, please return it to us immediately. We would remind you that you must advise us, fully and faithfully all the relevant facts you know or ought to know and any changes in the information you have given to us. Otherwise you may not receive any benefit under this policy.

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This Policy includes the following Classes of Insurance.

Only the covers selected as indicated in the Schedule are applicable.

Where Work Injury Compensation cover has been selected this will be a standalone policy and none of the Terms, Conditions, Extensions or Exclusions applicable to this policy shall apply.

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GENERAL DEFINITIONS

The words listed below carry the same meaning wherever they appear in this Policy if they commence with a capital letter and their meanings are not varied by a definition in a specific Section or Condition of this Policy:

Business	The occupation stated in Your Schedule.
Damage	Physical loss, destruction or damage.
Employee	a) A person under a contract of service or apprenticeship with You, or b) A person supplied to or hired by You, while engaged in the course of Your Business.
Excess	The amount for which You are liable in the event of any Damage claimed under this Policy.
Injury	Bodily injury including death and disease.
Insured Person	You or any of Your directors, partners or Employees, named under Section 4 of Your Schedule.
Money	Cash, bank notes, currency notes, cheques, money or postal orders, or current unused stamps.
Period of Insurance	The period starting and ending on Insurance those dates shown in Your Insurance Schedule, and for any following period but only if We have accepted Your Premium on renewal of the Policy.
Policy	The documents consisting of Your Proposal Form, this Policy and Schedule and any endorsements attaching thereto or during the Period of Insurance.
Premises	That part of the building situated at the address or addresses shown in Your Schedule, and occupied by You for the purposes of Your Business.
Property Insured	a) Contents including Stocks belonging to You or for property which You are legally responsible, whilst within the Premises, and b) Landlord's fixtures, fittings, interior decorations, renovations and improvements, belonging to You or for which You are legally responsible, unless specifically stated in Your Schedule or excluded in this Policy.
Proposal Form	The original form signed by You which describes the details specific to You, Your Business and related activities, and all material information relevant to the covers You have insured.
Schedule	The document attaching to this Policy, which describes You, Your Business, the Sums Insured and any details of Your Policy that is specific to You and Your Business.
Stock	Stocks and materials in Your trade or Business.

Sum Insured / Limit of Liability	The amount for which each type of cover is insured as shown in Your Schedule or as notified to You at renewal. Unless specially mentioned, this amount always represents Our maximum liability under the respective Section of this Policy.
Terrorism	As defined within the Terrorism Exclusion – (Policy Exclusion 4).
We, Us or Our	Allied World Assurance Company, Ltd (Singapore Branch).
You or Your	The legal entity or person(s) noted as the Insured’s Name in the Schedule of Your Policy.

Notice:

Please read this policy carefully and ensure it satisfies your requirements. If it does not, please return it immediately to the issuing office. We would remind you that you must disclose to us, fully and faithfully all the relevant facts you know or ought to know otherwise you may not receive any benefit from this policy.

BUSINESS PROTECTOR PLUS INSURANCE

In consideration of You having paid or agreed to pay on the due dates the premium shown in Your Schedule to Us and subject to the terms, conditions, exclusions and provisions contained in or endorsed to Your Policy, that if during the Period of Insurance stated in Your Schedule including any subsequent renewal thereof in respect of which You shall have paid to Us and We have accepted the premium required, any event as described in the various Sections of Your Policy shall occur, We shall indemnify or pay to You in the manner hereinafter described.

Provided that Our Liability shall in no case exceed in respect of each Sum Insured or Limit of Liability under each Section or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto, signed by or on behalf of Us, less the first amount of any claim specified in the Schedule or Your Policy as the Excess.

SECTION 1A - PROPERTY ALL RISKS

We will indemnify You up to the Sum Insured stated in Section 1A of Your Schedule for Damage to the Property Insured within the Premises caused by an accident not otherwise excluded during the Period of Insurance. In addition to this, We will also indemnify You for the costs and expenses necessarily incurred in removing debris following such Damage provided such costs and expenses form part of the Sum Insured.

Exclusions to Section 1A

We will not cover:

- 1) Damage or any losses caused by or resulting from unexplained or mysterious circumstances.
- 2) Damage arising from detention or confiscation by a Government Authority or Agency.
- 3) Damage arising from wear and tear, gradual deterioration, depreciation, moth, vermin, any process of cleaning or restoring, or action of light, atmospheric or climatic conditions (lightning excepted).
- 4) Damage arising from electrical or mechanical breakdown.
- 5) Damage to or breakage of china, porcelain, Plate Glass or other brittle articles unless due to fire, explosion or theft.
- 6) Loss of use of any Property Insured or Consequential Loss of any nature whatsoever except as provided within Section 1B of this Policy.
- 7) Damage or any losses arising from fraud or dishonesty by You or by any of Your directors, partners or employees, including any member of Your family.
- 8) Damage to or loss of Money.
- 9) Securities of any description, jewellery, precious stones, precious metals, bullions, furs or rare books unless specifically mentioned in Your Schedule.
- 10) Any curios or work of art, whose value exceed S\$1000 per item.
- 11) Vehicles, railways, locomotives and rolling stocks, watercrafts, aircrafts, spacecrafts and the like.
- 12) The cover provided in respect of the Premises will cease in the following instances, unless You, before any Damage occurs, obtain Our agreement in writing to continue to provide cover:
 - a) If the Premises become unoccupied and continue to remain unoccupied for any period of more than 30 days.
 - b) If Your interest in the Property Insured passes from You otherwise than by will or by operation of law.
- 13) An excess of S\$350 or the first one half of a percent (0.50%) of the insured loss whichever is the higher, for each and every claim, except for Fire, Lightning, Explosion, or Theft by violent and forcible entry to or exit from Your Premises.

Additional Benefits for Section 1A

- 1) Increase of Sum(s) Insured for Stock
The Sum Insured for stock under these Sections is automatically increased by 20 percent only for the period 2 weeks immediately preceding: Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day.
- 2) Alterations and Repairs (Workmen's Clause)
Workmen are allowed in on or about any premises herein referred to carry out alterations and repairs without prejudice to the terms of this insurance.

3) Appraisalment

If the aggregate claim for any one loss does not exceed S\$5,000 or 5% of the sum insured whichever is the lesser amount by the Item or Items affected no special inventory or appraisalment of the undamaged property shall be required.

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

4) Brand and Label

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

5) Breach of Warranties

Any breach of the within warranties without the knowledge and consent of the Insured shall not prejudice this Insurance provided notice, in writing, be given to the Company immediately upon any breach coming to their knowledge.

6) Breach of Conditions

The Conditions and Warranties of this Policy shall apply individually to each of the risks and not collectively to them. Thus a breach of any Condition or Warranty shall void the Section only in respect of the risks to which that breach applied and does not affect the Section in respect of the other risks.

7) Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of sale the sale contract is by reason of loss or damage by any perils hereby insured against cancelled, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price and for the purpose of average the value of all goods to which this Clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

8) Fire Extinguishment Expenses

The insurance extends to include the cost of replenishment of fire fighting appliances and destruction of or damage to such appliances (including employees' personal effects and clothing) unless otherwise specifically insured. Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property Insured by this Policy or immediately threatening to involve such property. The Company's liability under this extension is subject to a limit of S\$1000 each and every loss.

9) Other Contents

It is agreed that the term 'Contents' is understood to include:

- a) Documents, manuscripts and business books but only for the value of the material as stationery, together with the cost of clerical labour expended in writing up, and not for the

value to the Insured of the information contained therein and for an amount not exceeding S\$500.

- b) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding S\$500.
- c) Patterns, models, moulds, plans and designs, for an amount not exceeding S\$500.
- d) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding S\$500 in respect of any one Employee.

10) Reinstatement Value (not applicable to stocks)

In the event of the Property Insured being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

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

11) Land Acquisition

Warranted that the insured situation is not under notice of acquisition by the relevant Authority during the entire currency of this Policy.

CONDITIONS (APPLICABLE TO SECTION 1A)

1) **Average**

If the property hereby insured shall at the commencement of any loss, destruction or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this Condition.

SECTION 1B - CONSEQUENTIAL LOSS

We will, upon the happening of an insured event giving rise to a claim under Section 1A of this Policy subject to the terms, conditions and exclusions of these Sections, indemnify You up to the Sum Insured stated in Section 1B of the Schedule provided the happening of such an event causes total suspension to Your Business operations during the Period of Insurance on the Premises.

No indemnity shall be payable if the Damaged Property Insured arising from Section 1A of this Policy is not rebuilt, repaired or replaced or the total suspended period is less than 1 normal Business day.

The amount of the compensation shall be calculated at the stated amount per day for a maximum period of up to 150 days or for such shorter periods actually taken to restore, reinstate Your Business to the pre-loss operational level, whichever is the lesser period.

Additional Benefits for Section 1B

1) Prevention of Access Clause

It is hereby declared and agreed that subject to the terms and conditions of this policy, loss as insured under Section 1B resulting from the interruption of or interference with the Business in consequence of damage (as within defined) to property within 1km radius of the premises stated in the schedule which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the Insured therein shall be damaged or not shall be deemed to be loss resulting from damage to property used by the insured at the said premises.

2) Public Utilities Clause

It is hereby declared and agreed that subject to the terms and conditions of this policy, the coverage is extended to cover loss as insured under Section 1B resulting from the interruption of or interference with the Business in consequence of damage (as within defined) to property at any electricity station or sub-station, gas works or water works of the public supply undertaking which supplies the Insured with electricity, gas or water.

It is further declared and agreed that no claim shall be payable under this Section 1B unless the failure of power at the terminal end of the public service authorities feeders/stopcocks at the said public supply premises shall have lasted for a continuous period of at least twenty-four hours.

SECTION 2 - MONEY

We will indemnify You up to the Sum Insured stated in Section 2 of Your Schedule, in respect of:

- 1) Money that is in Your custody or in the custody of Your authorised Employees, lost whilst in transit (except in the course of post) anywhere in Singapore;
- 2) Money stolen during business hours from the Premises directly as a result of assault, violence, or threats of assault or violence, upon You or any member of Your staff ;
- 3) Money lost whilst contained in a locked safe, locked strongroom, locked drawer and/or locked cash register, in the Premises;

during the Period of Insurance.

Warranties

- 1) It is a condition of this Section that You must maintain a complete record of the amount of Money in transit, in the Premises, or in locked safe/strongroom/drawer and/or cash register.
Our liability shall be limited to the amount of Money shown in the records to be in the locked safe/strongroom/drawer and/or cash register at the time of the loss, but not exceeding the Limit of Liability shown in Your Schedule.
- 2) It is warranted that the keys and codes for combination locks to the safe, strongroom, drawer and/or cash register must be removed from the Premises whenever the Premises are closed except whilst You or Your Employee (responsible for holding the keys and codes for the combination locks) is actually on the Premises.

In addition, if You or Your Employee holding the keys and codes for the combination locks stays in any premises communicating with the insured Premises, the keys and codes for the combination locks must be removed from the Premises when the Premises is left unattended.

Note: The above Warranty requirement pertaining to combination lock applies only where the safe, strongroom, drawer, or cash register is provided with such type of lock.

- 3) It is further warranted that Money in transit above S\$20,000 to be accompanied by two authorised able-bodied Employees.

Exclusions to Section 2

We will not cover:

- 1) Loss due to infidelity, fraud, dishonesty of any of Your directors, partners or Employees.
- 2) Loss of Money from any safe, drawer, cash register or strongroom, following the use of the keys and codes for the combination locks to the said safe, strongroom, drawer, or cash register, unless the keys and lock codes were obtained by violence or threats of violence.
- 3) Loss due to error or omission in receipts, payments or accounting, or to the use of counterfeit Money.
- 4) Loss of Money being contents of machines operated by coins, tokens or currency notes.
- 5) Loss of Money from unattended vehicle.
- 6) Loss of Money in the possession and/or transit of professional carriers.

SECTION 3 - PLATE GLASS

We will indemnify You at our option by payment, or by reinstatement, up to the Sum Insured stated in Section 3 of Your Schedule, in respect of accidental breakage of any fixed Plate Glass covered in this Section of Your Schedule, situated in Your Premises happening during the Period of Insurance.

Exclusions to Section 3

We will not cover:

- 1) Breakage of Plate Glass resulting directly or indirectly from:
 - a) Damage covered under Section 1A
 - b) Defects in framework beadings or other fittings.
 - c) The subsidence of the foundation or the insufficiency of the fabric of the Premises in which the Glass covered is situated.
- 2) Superficial Damage by scratching or window slashing, unaccompanied by actual breakage of the Plate Glass involved.
- 3) Breakage of Plate Glass due to workmen carrying out repairs on the Premises, or in the course of whilst being fitted in position.
- 4) Plate Glass in unoccupied premises other than Damage happening during the first 30 days of unoccupancy, to the Premises which is securely locked.
- 5) Claims with regard to:
 - a) Lettering, painting, embossing, silvering, ornamental work, bent, stained, bevelled or movable glass, unless specifically insured as shown in Your Schedule.
 - b) Damage to framework beadings or other fittings.
 - c) The cost of removal or replacement of any fittings, fixtures or other obstruction to replacement.
 - d) Any consequential loss, damage or injury.
- 6) An excess of S\$250 shall apply to Each and Every Glass Claim.

Special Conditions to Section 3

Unless expressly specified, the Plate Glass insured is considered as plain and of ordinary glazing quality and without embossing, silvering, lettering, bending, or ornamental work of any kind and shall be replaced accordingly.

Memo

It is hereby declared and agreed that this Insurance is arranged on a first loss basis up to the amount as specified in the schedule of this Policy.

SECTION 4 - WORK INJURY COMPENSATION

COMPULSORY TERMS OF APPROVED POLICY

1. This policy (hereinafter called the “Section”) is issued as an approved policy under the Work Injury Compensation Act 2019.

Interpretation

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

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

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

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

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

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

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

(8) References to “Relevant Injury” in this Section mean death or personal injury —

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

- (i) arises out of and in the course of the employee’s employment with the Insured; and
- (ii) occurs during the Period of Insurance; or

(b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee’s employment with the Insured during the Period of Insurance.

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

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

(11) References to “Estimated Annual Earnings” in this Section mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as other employers and known to the Insured) during the 12 months starting on the Commencement Date of the Section.

(12) References to “Past Annual Earnings” of the Insured in this Section mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the 12 months immediately before the Commencement Date of the Section.

(13) A word or expression to which a specific meaning has been attached in any part of this Section or the Schedule shall bear such specific meaning wherever it may appear.

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

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

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

6. PROVIDED ALWAYS that —

- (a) In the event of any change in the Legislation the Company reserves the right to cancel this Section in accordance with clause 10(10) of this Section or allow the Section to remain in force and charge reasonable additional premium therefor;
- (b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.

Jurisdiction

7.—(1) This Section is governed by the laws of the Republic of Singapore.

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

Recovery from Insured

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

- (a) where there is a non disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by the Company which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated material facts;
- (b) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim;
- (c) where the Insured breaches any obligation under clause 10 of this Section, the amount paid by the Company on behalf of the Insured which is attributable to that breach.

(2) For the avoidance of doubt —

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- (a) material facts under clause 8(1)(a) of this Section include but are not limited to the Nature of the Business or Job Category or Category of Employee required to be stated in the Schedule;
 - (b) clause 8(1)(a) of this Section does not confer any right of recovery where the amount paid is in relation to the employee's activities that are incidental to the Job Category or Category of Employee stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category or Category of Employee stated in this Schedule.

Exceptions

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

- (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (ii) any act of terrorism including but not limited to —
 - (A) the use of threat of force or violence; and/or
 - (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;
- (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Section;
- (d) subject to clause 9(2) of this Section, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from —
 - (i) nuclear weapons material; or
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
- (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;
- (f) any claims based upon or arising out of asbestosis and mesothelioma.

(2) Clause 9(1)(d) of this Section does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared,

carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Conditions

10.—(1) Insofar as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Section.

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

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

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

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

(5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Section, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation.

(6) Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Section shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.

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

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

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

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

The Insured may cancel this Section by giving 7 days' written notice to the Company and provided no claim has arisen during the period during which the Section had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which the Section had been in force subject to any adjustment of premium required by the Terms of this Section and subject to a minimum premium payment of \$25 by the Insured.

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

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

Data Governance

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

- (a) workforce size and aggregated payroll for all, or any class of employees;
- (b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.

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

Premium Adjustment and Declaration of Earnings

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

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

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

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

Underinsurance and Average Condition

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

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

Premium Payment Warranty

14.—(1) Despite anything in this Section but subject to clause 14(2) of this Section, 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 Section was effected) within 60 days of the Commencement Date of the Section, 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 Section was effected) within the 60 day period referred to above, then:

- (a) the cover under the Section, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60 day period;
- (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
- (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of \$25.

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

Policy Owners' Protection Scheme

15. This Section is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Section under the Policy Owners' Protection Scheme is automatic and requires no further action from the Insured. For more information on the types of benefits that are covered under the scheme as well as the limits of

coverage, where applicable, please contact the Company or visit SDIC website (<https://www.sdic.org.sg/>).

No Avoidance of Compulsory Terms

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

Extension Clause

To the extent specified in the schedule the following Extensions are applied unless otherwise stated in any Endorsement to the Policy. The Extensions form part of the Policy and are subject to the Conditions. None of the Extensions increase the Limit, unless expressly stated otherwise.

1) Travelling to and From Residence / Work

It is extended to cover the Insured's employees whilst travelling directly between his place of residence or place of employment and any other place for the purpose of his employment within Singapore. Provided that any such event giving rise to a claim is not resulted of an occurrence during or after any substantial interruption or deviation from the journey made for a reason unconnected with his employment which ordinarily would have materially added to the risk of injury. The benefits shall be assessed in accordance with the Work Injury Compensation Act but shall always be limited to S\$ 20,000 per employee and S\$ 250,000 in the aggregate for all employees injured in the event of any one occurrence provided always that the employee is not travelling on a motor cycle or as a pillion rider.

2) Common Law Extension

It is hereby understood and agreed that this Section is extended to cover the Insured's liability at Common Law, for Relevant Injury sustained by any employee described in the Schedule.

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

3) Additional Exceptions and Conditions (applicable to all Extensions)

For the purposes of all Extensions providing additional coverage beyond what is afforded by the compulsory terms of the approved policy, the Company shall not be liable in respect of:

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. the Insured's liability to employees of contractors engaged by the Insured.
3. any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner
4. any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury

In addition, the following conditions will apply:

If at the time any claim arises under the Extensions there be any other insurance covering the same liability the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance.

At any time after the happening of any accident or disease giving rise to a claim or series of claims under the Extensions the Company may pay to the Insured the full amount of the Company's

liability and relinquish the conduct of any claim defence or proceedings and the Company shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Company in connection with such claim defence or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct

SECTION 5 - PUBLIC LIABILITY

In the event of accidental Injury to any person or accidental Damage to property happening during the Period of Insurance, in connection with Your Business:

- 1) At Your Premises as specified in the Policy Schedule and/or within the compound of the building at Your Premises if the Premises is located within a building or
- 2) Elsewhere in Singapore in connection with delivery works and non-manual commercial visits by You or Your directors, partners or Employees.

We will, subject to the Limit of Liability, indemnify You against legal liability for damages and claimant's costs and expenses incurred in respect of such accidental Injury or accidental Damage.

In addition, with Our written consent, We will indemnify You for legal costs and expenses incurred.

Proviso

We will not indemnify You in respect of any liability arising from any action or damages brought in any Court of Law outside Singapore.

Definitions of Limit of Liability

Our Liability for all damages and claimant's costs and expenses payable shall not exceed the Limit of Liability stated in Section 5 of Your Schedule in respect of one occurrence or series of occurrences as a result of one original cause, in respect of all Injury or Damage to property and is unlimited in any one Period of Insurance.

Notwithstanding anything contained to the contrary in this Policy, it is hereby noted that the liability caused by or arising out of an identifiable unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of pollutants which commenced during the Period of Insurance shall not exceed the Limit of Liability under "any one accident" as stated in Your Schedule in the aggregate.

For the purposes of establishing the total amount payable by Us in respect of one Period of Insurance it is understood that any releases of pollutants consequent on or attributable to one source or original cause (irrespective as to whether the release is continuous or intermittent) shall be considered as one release and shall not exceed the Limit of Liability stated in the Schedule in respect of one occurrence.

Additional Benefits for Section 5

- 1) Food and Drink Liability Extension

This policy is extended to cover food and drink supplied by You in the normal course of the business.

In consequence hereof the following shall be added to the first paragraph under Limit of Liability.

Our Liability for all damages payable any one period of insurance for all claims in respect of products supplied where the accidental Injury and/or accidental Damage happens during such period of insurance shall not exceed sub limit of S\$100,000.00 and You shall bear the first S\$250.00 of each and every claim.

2) Defective Sanitary Arrangement

It is extended to include Your legal liability for Death or Injury or Damage to property as within defined caused by or arising out of or in connection with defective sanitary arrangements.

3) First Aid Administration

It is extended to include Your liability for Death or Injury arising out of the administration of first aid by Your employees. Notwithstanding the foregoing, We shall not be liable for:

- a) Death of or Injury to any person under a contract of service or apprenticeship with You arising out of and in the course of such service or apprenticeship or to a member of Your family or household.
- b) Compensation under any Work Injury Compensation law.

4) Loading and Unloading

This Policy extends to cover Your legal liability in respect of any Injury or loss of or Damage to property caused or arising from beyond the limits of any carriage-way or thoroughfare in connection with:

- a) the bringing of the load to a vehicle for loading thereon.
- b) the taking away of the load from a vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

Provided always that the liability of the Company shall not in any way exceed the Limit of Indemnity specified in the Schedule.

5) Medical Payment

We will pay to or for each person sustains bodily injury caused by an accident at Your Premise all reasonable medical expense incurred subject to a maximum limit of S\$250.00 for any one accident.

6) Neon Sign Board

It is extended to cover Your legal liability as a result of accidents caused by or through the neon lights and for advertising sign board installations which are of Your Property.

7) Non Manual Overseas Business Trips

It is extended to cover Your Employees while on incidental non manual overseas business in connection with the Business.

The territorial limit in respect to incidental non manual overseas business trips to read as "Worldwide excluding USA, Canada and US State Department Sanctioned Countries".

8) Tenant's Liability

It is extended to include Your legal liability in respect of accidental Damage to premises (including Your fixtures and fittings) leased or rented by You unless such liability arises from an agreement to maintain in force insurance in respect of damage to such premises and fixtures and fittings.

9) Treatment Risk Extension (applicable only for Beauty Salon)

Where we have expressly identified in the policy schedule that You or Your Business is a Beauty Salon, we will indemnify You for Your legal liability in respect of accidental physical Injury to any person arising out of a well recognised beauty or therapeutic treatment, advice or services provided by Your Beauty Salon.

A Beauty Salon means a business which provides recognised beauty and therapeutic treatment, advice or services including aromatherapy, hydrotherapy, massage, reflexology, hair treatment such as cutting, coloring, tinting, dyeing, perming , treating, drying, extending, conditioning, bleaching, steam treatments, eyebrow tinting and shaping, hair removal, eyelash perming and tinting, eyelash extension, pedicure, manicure, non-surgical and non-invasive laser, and cosmetic facial treatments .

Our Limit of Liability for all claims under this extension shall not exceed S\$10,000.00 for any period of insurance and You shall bear the first S\$350.00 of each and every claim. This benefit excludes treatments which are, or should ordinarily be undertaken, by Medical Practitioners.

Exclusions to Section 5

We will not cover liability in respect of:

- 1) Damage to property:
 - a) Belonging to You, or in Your care, custody or control;
 - b) In the care, custody or control of any member of Your family or household;
 - c) In the care, custody or control of any Employee;Other than personal effects belonging to Your directors, partners, Employees or visitors, which shall not exceed S\$1,000 during any one Period of Insurance.
- 2) The ownership, possession or use of:
 - a) Any mechanically propelled vehicle or
 - b) Any craft designed to travel in, on or through water, air, or space.
- 3) Damage to any craft designed to travel in, on or through water, air, or space.
- 4) Any goods or any containers sold, supplied, repaired, renovated, let on hire, or handled by You, and no longer in Your possession or control.
- 5) Injury or Damage arising whether directly or indirectly from:
 - a) any breach of professional duty;
 - b) beauty therapy service or advice or other therapeutic service, unless specifically identified in the policy schedule as being covered;
 - c) any fault, error or omission, in any design, plan or specification.
 - d) vibration, or the removal or weakening of or interference with support to land, building or any other property.
- 6)
 - a) Injury or Damage directly or indirectly caused by or arising out of pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of pollutants which commences during any Period of Insurance and is detected within 7 days of its commencement and reported to Us within 7 days of its being detected.

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.

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- b) Claims damages costs and expenses arising out of any obligation on You or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants on structures, premises, sites or land currently or previously owned, occupied, used by or under Your control where the obligation arises out of Your ownership occupancy use or control.
- 7) Injury or Damage deliberately caused by or on instructions by You or Your Employee whilst engaged in supervisory duties.
- 8) Fines, penalties, punitive, or exemplary damages.
- 9) Damage to property caused by or resulting from the explosion of any boiler or apparatus owned or used by You, which is intended to operate under internal pressure due to steam.
- 10) Damage caused by, arising from or in connection with defective materials or workmanship.
- 11) Injury to You or Your Employee or to any person if the Injury arises as a result of and in the course of their employment whether directly or indirectly, employed by You for Your Business.
- 12) Liability which attaches solely because of a contract whether written, verbal or implied.
- 13) Any liability for Injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposures to, or inhalation of, asbestos, asbestos fibres or derivatives of asbestos.
- This Section does not cover that part of any loss, cost or expenses for the cost of cleaning up, or removal of, or Damage to, or loss of use of property, arising out of any asbestos, asbestos fibres or any derivatives of asbestos.
- 14) We are not liable for the Excess specified in Your Schedule (only if applicable).

POLICY EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not cover:

1) **Consequential Loss**

Consequential loss of any kind except for coverage provided under Section 1B.

2) **Radioactive Contamination**

Damage to any property, legal liability, expense, consequential loss, or Injury, directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive, or other hazardous properties, of any explosive nuclear assembly or nuclear component thereof.

3) **War Risks**

Damage to any property, legal liability, expense, consequential loss, or Injury, directly or indirectly caused by or arising from or contributed to by:

- a) War, invasion, act of foreign enemy, or hostilities (whether war be declared or not).
- b) Civil war, rebellion, revolution, insurrection, or military, or usurped power.
- c) Confiscation, destruction or requisition by order of the Government or any Public Authority.

4) **Terrorism Exclusion**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy 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 organization(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 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 Policy the burden of proving the contrary shall be upon You.

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

5) **eRisk Endorsement**

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not cover:
- i. Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA;
 - ii. Error in creating, amending, entering, deleting or using ELECTRONIC DATA; or
 - iii. Total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all

From any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

Electronic Data: shall mean facts, concepts and information converted to a form useable for communications, display distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

- b) However, in the event that a peril listed below (being a peril insured by this Policy but for this exclusion) is caused by any of the matters described in paragraph 5a (above), this Policy, subject to all its provisions, will cover:
- i. Damage to Property Insured directly caused by such listed peril, and/or;
 - ii. Consequential loss covered by this Policy.

Further, this exclusion does not apply in the event that a peril listed below (being a peril covered by this Policy) but for this exclusion causes any of the matters described in paragraph 5a (above):

Fire, Lightning, Explosion, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm, Flood, Full Flood, Impact by Aircraft and Other Aerial Devices and/or Articles dropped therefrom, Impact by any Road Vehicle, Horses or Cattle, Bursting or Overflowing of Water Tanks, Pipes or Apparatus, or Theft of Electronic Data solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

- c) For the purposes of the Basis of Settlement provision in this Policy, computer system records include Electronic Data as defined in paragraph 5a (above).

The Terrorism exclusion in this Policy or any endorsement thereto prevails over this endorsement.

6) **Computer-Related Claims Endorsement**
(not applicable to Sections 4 & 7)

We shall not be liable in respect of any claim directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether they are the Property Insured or not, and whether occurring before, during or after the year 2000:

- a) Correctly to recognise any date as its true calendar date.
- b) To capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.

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- c) To capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Electronic Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

This endorsement shall not exclude any Damage or interruption to the Business insured under Sections 1A – Property All Risks, 1B – Consequential Loss and not otherwise excluded, which itself results from a Defined Peril (defined below).

Provided however that where such interruption to the Business as insured under Section 1B and not otherwise excluded, which itself results from a Defined Peril (defined below), We shall not be liable for any interruption to the Business which results from any continuing inability of the Electronic Equipment correctly to recognise any data as its true calendar date, or to capture save or retain or correctly to process any data as aforesaid, after the Damaged Property Insured has been replaced or has been repaired.

For the purposes of this Endorsement the following definitions will apply:

Electronic Equipment: Shall mean any computer or other equipment or system for processing, storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.

Defined Perils: Shall mean fire, lightning, explosion, riot and strike, locked-out workers, persons taking part in labour disturbances, malicious act, storm and tempest, earthquake or volcanic eruption, flood or overflow of the sea, escape of water from any tank apparatus or pipes from within the Premises, impact of any vehicle, aircraft or other aerial devices or articles dropped therefrom, where such Peril is insured by this Policy.

POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

1) **Misrepresentation**

We shall not be liable under this Policy if there is any material misdescription of the Business, the Premises, or the risk to which this Policy refers, or any misrepresentation as to fact material to be known for assessing the risk, or any omission to state such fact.

2) **Compliance with Policy terms**

Our liability is conditional upon Your compliance with the terms of this Policy.

3) **Reasonable Precautions**

You must take or cause to be taken, all reasonable precautions to prevent or minimize any Injury, Damage, legal liability or expense.

4) **Alterations**

Cover under this Policy will cease in the event of any alteration which increases the risk, or in the case of property where Your interest in the Property Insured passes otherwise than by will or by operation of law, unless such alteration has been agreed by Us in writing. Cover under the Policy will also cease in the event the Business is wound up, or carried on by a liquidator or receiver, or if it is permanently discontinued.

5) **No Claim Discount**

If there is no claim under the Policy during the Period of Insurance immediately preceding each renewal of this Policy, the renewal Premium shall be reduced by 10%. This benefit shall not be cumulative, and it will be given only on completion of one full calendar year of insurance claim free, each time.

6) **Claims Procedures and Requirements**

In the event of any circumstance giving rise to or likely to give rise to a claim You must:

- a) Report it to Us immediately and furnish in writing full details of the Injury, Damage, legal liability, or any expense as soon as possible but at the latest within 7 days if caused by riot, civil commotion, or malicious persons, and within 10 days in all other cases.
- b) Report it to the Police immediately in the event of Damage by malicious persons or theft.
- c) At Your own expense give all evidence, information and assistance as required.
- d) Send every writ or other document to Us immediately and not acknowledge it nor admit liability nor promise payment to other parties without Our written consent.
- e) Permit Us at Our own discretion and expense, to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in Your name, before or after meeting Your claim.

7) **Fraud**

If a claim is 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, or if any Injury, Damage, legal liability, or expense be occasioned by Your wilful act or with Your connivance all benefits under this Policy shall be forfeited.

8) **Our Rights**

a) We may enter any Premises where Damage of the Property Insured has occurred and take possession of or require to be delivered to Us the Property Insured and deal with it in any reasonable manner as the circumstances permit and We shall not be bound to pay out more than the Sum Insured.

No property may be abandoned to Us.

b) Under Section 5 We may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect of the claim except for the payment of costs and expenses incurred prior to the date of such payment.

9) **Other Insurances**

If the Injury, Damage, legal liability, or claims expense, which is the subject of a claim under this Policy is covered by any other insurance We will not pay more than Our rateable proportion, of such claim.

10) **Cancellation**

This Policy may be cancelled

a) By Our sending 30 days notice by registered post to You at Your last known address in which event You will be entitled to a pro-rata return of Premium for the unexpired portion of the insurance.

b) By You sending to Us Your request in writing and provided no claim has arisen during the current Period of Insurance You will be entitled to a return of Premium less Our short period rates for the period the Policy has been in force.

11) **Arbitration**

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

12) **Contract of Law**

This Policy shall be construed according to and governed by the laws of The Republic of Singapore.

13) **Contracts (Rights of Third Parties) Act 2001**

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of this Policy but this Policy does not affect any right or remedy of a third party which exists or is available apart from this Act.

ADDITIONAL ENDORSEMENTS

Premium Payment Warranty

- 1) Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within **sixty (60) days** of the:
 - a) Inception date of the coverage under the Policy, Renewal Certificate or interim Cover Note; or
 - b) Effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or interim Cover Note.
- 2) In the event that any premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:
 - a) The cover under the Policy, Renewal Certificate, interim Cover Note or Endorsement 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\$50.
- 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.

Premium Payment Condition Precedent – for new policies only

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

- a) For the risk insured, that You have never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any Premium Payment Condition; or
- b) If You have declared that You have breached any Premium Payment Condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - i. That You have fully paid all outstanding premiums for time on risk calculated by the previous insurer based on the customary short period rate in respect of Your previous policy; or
 - ii. A copy of the written confirmation from the previous insurer to this effect is first provided by You to Us before cover incepts.

Policy Owners' Protection Scheme – Applicable For Section 4 (Work Injury Compensation) and 7 (Personal Accident) Only

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

Sanction Clause

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Allied World Assurance Company Holdings, AG, through its subsidiaries and brand known as Allied World, is a global provider of innovative property, casualty and specialty insurance and reinsurance solutions. Allied World offers superior client service through a global network of offices and branches.

With a wide range of customers in the Asia Pacific region and excellent financial ratings, Allied World offers a meaningful combination of global strength and local expertise for both individual and corporate clients.

Please refer to our website: www.awac.com for more information.

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