

EQ Business

Insurance Policy

IMPORTANT NOTICE

Please read this Policy carefully and if there are any ambiguous terms or areas of uncertainty or if it is not in accordance with your requirements, kindly contact EQ Insurance Company Limited.

This Policy, the Policy Schedule, any Endorsement and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

This page is intentionally left blank

POLICY CONTENTS

General Definitions	1
Section 1 - Commercial All Risks	1
Section 2 - Consequential Loss	3
Section 3 - Money	4
Section 4 - Personal Accident	5
Section 5 - Public Liability	8
Section 6 - Goods in Transit	10
Section 7 - Fire & Extraneous Perils	10
Section 8 - Fidelity Guarantee	13
Section 9 - Work Injury Compensation	15
General Exclusions	18
General Conditions	18

INTRODUCTION

In consideration of You (the Insured) having paid or agreed to pay the premium to Us (EQ Insurance Company Ltd – hereinafter called “the Company”), We agree to insure You in the manner and to the extent specified in this Policy during the Period of Insurance.

The Proposal made by You shall be the basis of the Contract. This Policy, the Policy Schedule, any Endorsements and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear. The base currency for this insurance is Singapore Dollars (S\$).

GENERAL DEFINITIONS

The following definitions apply to the Policy:

1. **The Insured / You / Your** means the party named as the Insured in the Policy Schedule.
2. **We / Our / Us / The Company** means EQ Insurance Company Limited.
3. **Period of Insurance** means the Period of Insurance stated in the Policy Schedule.
4. **Policy Schedule** means the Schedule attaching to this Policy providing details of the subject matter being insured.
5. **Situation** means the Situation of the risk specified in the Policy Schedule.
6. **Excess** means the portion of claim for which You are liable.
7. **Building** means the building located at the Situation shown in the Policy Schedule and which is constructed of concrete, brick or stone and roofed with concrete, asphalt or tiles composed entirely of incombustible ingredients unless specially mentioned in the Policy Schedule.

Any Building insured includes permanent fixtures and fittings, outbuildings, walls, gates and fences but excludes foundation.
8. **Business** means the business activity or trade carried out at the insured Situation stated as Business / Occupation in the Policy Schedule.
9. **Contents** means the property at the insured Situation, consisting of:
 - a) stock-in-trade in connection with Your business, including goods held in trust and for which You are held responsible.
 - b) furniture, fixtures, fittings including signboard / neon sign, awnings, blinds, outdoor fixtures & fittings of every description.
 - c) Your office and trade-related equipment, machinery and all other property belonging to You.
 - d) landlord's fixtures and fittings for which You are responsible including renovations and improvements made by You.
10. **Plate Glass** means the fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors for which You are responsible but excluding the frames, frameworks and / or fixtures.
11. **Money** means cash, bank and currency notes, cheques, postal orders, money orders, crossed banker drafts, current postage stamps, unexpired units in franking machines, stored value cards and credit cards sales vouchers, all belonging to You or for which You have accepted responsibility.
12. **Business Hours** means Your usual opening hours (including extended hours for overtime work) during which You or any of Your directors, partners or employees are at the insured Situation.

SECTION 1 – COMMERCIAL ALL RISKS

COVER

We will pay for the costs of repair or replacement in the event that the insured Contents suffer any accidental physical loss or damage due to a cause not excluded by this Section whilst at the Situation stated in the Policy Schedule occurring during the Period of Insurance.

LIMIT OF INDEMNITY

Our liability shall not exceed the sum insured set against each item or in the whole the total sum insured specified in the Policy Schedule.

EXCLUSIONS

This Section does not cover:

1. the Excess stated in the Policy Schedule in respect of each and every event of loss or damage.

2. loss or damage caused by or arising from:
 - a) any mysterious disappearance, unexplained loss and / or shortage discovered during inventory check.
 - b) shoplifting and / or pilferage.
 - c) fraud or dishonesty of Your directors, partners, agents or employees.
 - d) consequential loss or damage of any kind or description.
 - e) wear and tear, the process of cleaning, dyeing, altering, repairing or restoring any article, the action of light or atmospheric conditions, moth, mildew, corrosion, shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction, oxidation, evaporation, changes in flavour / colour / temperature / humidity / texture or any other gradual operating cause.
 - f) mechanical or electrical breakdown or derangement or electronic malfunction.
 - g) short-circuiting, self-heating, leakage of electricity, over-running or excess pressure originating in the particular part, the explosion or rupture of boilers, economizers, turbines or other vessels, machinery or apparatus in which power is used or their contents resulting from their explosion.
 - h) erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave.
 - i) vermin, insects, termite, scratching, denting, chipping or defacing.
 - j) latent defect, faulty workmanship, structural defects or faulty design.
 - k) the cessation, interruption or retarding of any process or operation or work whether total or partial.
 - l) delay, confiscation or detention by Customs House or by other Officials or Authorities.
 - m) whilst being transported by rail, road, sea (including loading and unloading) or whilst in the course of transit away from the Situation specified in the Policy Schedule.
 - n) whilst the Situation is left uninhabited for a continuous period exceeding 30 consecutive days and nights unless written consent has been obtained from Us.
 - o) false programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields.
 - p) loss, damage or expense recoverable under the maintenance agreement(s) or which would be so recoverable but for a breach of Your obligation under the maintenance agreement(s).
3. loss of or damage to:
 - a) gold, silver, platinum or other precious metals and alloys articles, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur.
 - b) currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, medals, coins, stamps, stamp collections, or other documents of value including documents of title to property contracts or other documents, business books, computer systems records, manuscripts curios, works of art, sculptures, rare books, plans, patterns, moulds, models or designs.
 - c) articles of a brittle nature unless such damage arises from fire or theft.
 - d) the cost of lettering painting embossing silvering or other ornamental work, breakage of or damage to neon / advertising signs.

- e) property away from the Situation except as provided otherwise in this Section.
- f) property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments but We shall be liable for other damage insured by this Policy and resulting from such cause.
- g) electrical equipment or wiring caused by electrical current (other than by lightning) but We shall be liable for other damage insured by this Policy and resulting from such cause.
- h) watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers.
- i) property (except signs) in the open or being processed, constructed, erected, installed, altered, dismantled, removed, undergoing testing or re-sited including related materials and supplies.
- j) empty premises awaiting or undergoing demolition.
- k) explosives.
- l) animals / livestock.
- m) records, films or tapes other than by fire or theft (and then only for the value as unused materials).
- n) accessories and spare parts unless the machine and / or equipment is stolen at the same time.
- o) property which at the time of happening of such destruction or damage is insured by or would but for the existence of this Policy be insured by any insurance policy except in respect of any excess beyond the amount which would have been payable under such policy had this insurance not been effected.

BASIS OF SETTLEMENT

Claims for insured loss or damage will be settled on the basis of the cost of repairing or replacing the lost or damaged insured Contents with similar property having similar function or output without any deduction for wear tear or depreciation.

Any repair or replacement must be carried out within 6 months after the loss or damage of the insured Contents, or within such further time as We may in writing allow.

Payment for the cost of reinstatement at the time of loss will be based on the lowest of :

- 1. the actual cost and the necessary and reasonable expense incurred for repairing or restoring the Contents with materials of like kind and quality; or
- 2. the actual cost and the necessary and reasonable expense incurred for replacing or reproducing the Contents with property of similar quality and functions; or
- 3. the actual cost and the necessary and reasonable expense incurred for repairing, restoring, replacing or reproducing the Contents; or
- 4. the Section Limit or sub-limits applicable to the Contents.

In the event that the lost or damaged Contents is not repaired restored replaced or reproduced, the claim for the insured loss or damage will be settled at its indemnity value prior to the loss or damage, or the amount necessary incurred to repair replace restore or reproduce the insured Contents, whichever is the lower.

CONDITION OF AVERAGE

If the Contents insured shall at the time of any happening giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item of the Contents insured shall be separately subject to this condition.

EXTENSIONS

This Section shall be extended to cover the following but Our indemnity shall not in any way exceed the sum insured specified in this Section under the Policy Schedule:

1. All Other Contents

Contents insured shall include the following:

- 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 reproducing them for an amount not exceeding S\$500/- in respect of any one document, manuscript or business book but not exceeding S\$5,000/- in total.
- b) computer systems records but only for the value of the materials together with the cost of clerical labour expended in reproducing such records for an amount not exceeding S\$500/-.
- c) patterns, models, moulds, plans and designs, for an amount not exceeding S\$5,000/- in respect of anyone pattern, model, mould, plan or design.

2. Alterations and Repairs

Workmen are allowed in on or about the Situation to carrying out alterations and repairs without prejudice to the terms of this insurance.

3. Appraisal Clause

If the aggregate claim for any one loss destruction or damage does not exceed S\$5,000/-, no special inventory or appraisal of the undamaged property shall be required.

4. Automatic Reinstatement

The sum insured will not be reduced by the amount of a loss provided You pay any additional premium that is required.

5. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided Our liability under this extension shall not exceed S\$5,000/- or 10% of the sum insured, whichever is the lesser.

6. Brand & Label

If branded or labelled merchandise covered by this Policy is damaged and We elect to take all or any part of such merchandise at the agreed or appraised value, You may, at Your 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 re-label the merchandise or containers in compliance with the requirements of Law.

7. Cost of Temporary Protection

This Section is extended to cover the cost of temporary protection reasonably and necessarily incurred for the safety and protection of the Situation pending repairs / replacement of damage up to a limit of S\$2,500/-.

8. Cost of Recompiling Records and Claims Preparation

The sum insured under this Section includes:

- a) the cost of recompiling records but only for the value of the materials used together with the costs of clerical labour expended in producing such records and
- b) the reasonable charges incurred by You for producing and certifying any information as may be required by the Company in the event of a claim.

Our liability under this clause shall not exceed S\$500/-.

9. Deterioration of Stock (APPLICABLE TO FOOD & BEVERAGE PLANS ONLY)

We will indemnify You up to the sub-limit specified in the Schedule for loss of or damage or deterioration of stock in trade kept in refrigeration units whilst contained in the Situation as specified in the Schedule due to:-

- a) the accidental damage to refrigerating equipment.
- b) failure of public electricity supply.

- c) accidental escape of refrigerant gas.

Provided You shall maintain the refrigerating equipment in good working order and shall at all times take precautions to keep it in a proper state of repair.

This extension shall exclude loss or damage resulting from:-

- a) a time excess of six hours each & every loss.
- b) deliberate act of any power supply authority.
- c) the withholding or restricting of power by such authority.
- d) deliberate act or neglect of You or member of Your household or business staff.
- e) refrigeration units which are greater than six (6) years old.
- f) consequential loss of any kind.
- g) the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments.
- h) faulty packing or storage inherent defects contamination or disease.
- i) faults or defects known to You or Your employees at the time this contract was arranged and was not disclosed to Us.

Provided that Our liability shall not exceed the following limits during any Period of Insurance:

- a) S\$1,000/- for Stall Plan.
- b) S\$2,000/- for Take-Away Plan.
- c) S\$5,000/- for Restaurant Plan.

10. Electrical Installation (4B)

This Section is extended to cover loss or damage by fire to the electrical appliances and installation hereby insured arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity (lightning included). But We are not liable for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

11. Fire Extinguishing Cost

This Section is extended to cover the cost and expense incurred to extinguish fire involving or threatening the insured Building, provided Our liability shall not exceed S\$2,500/-.

12. Full Theft Extension

This Section is extended to cover loss of or damage to the insured Contents by theft without violent and forcible entry into the insured Situation.

The indemnity herein provided shall not apply to nor include:-

- a) loss or damage caused by or resulting from infidelity or any dishonest act on Your part or other parties of interest or Your employees or agents or any person or persons to whom the property insured may be entrusted.
- b) unexplained loss mysterious disappearance or loss or shortage upon taking inventory.

Our liability shall not exceed the following limits any one occurrence and during the Period of Insurance:

- a) S\$20,000/- for Food & Beverage – Stall Plan.
- b) S\$50,000/- for All Other Plans.

13. Heating and Power

The use of electric, gas and other lighting, heating and power usual to trades and occupations is allowed as provided by Law, By-Law or Municipal Regulation.

14. Leased Property

This Section extends to indemnify any other interested party in the property insured by virtue of a mortgage, leasing, hiring or renting agreement provided such property is not more specifically insured.

15. Payment on Account

In the event of the occurrence of a loss under this Section, We will make payment on account in respect of such loss to You, if desired, on production of a statement of claim certified by the Approved Assessor.

16. Personal Effects of Employees and Directors

This Section extends to cover any loss of or damage to clothing and personal effects of Your Directors and employees up to a limit of S\$250/- per person following a loss or damage insured by this Section.

17. Plate Glass

This Section is extended to cover the cost of repairing or replacing Plate Glass including lettering or decoration thereon and cost of temporary shuttering or boarding up for an amount not exceeding the following limits any one occurrence and during the Period of Insurance:

- a) S\$1,000/- for Food & Beverage – Stall Plan.
- b) S\$5,000/- for All Other Plans.

18. Removal of Debris

This Section is extended to cover the cost of removing debris of the insured Contents following a loss or damage hereby insured, for an amount not exceeding S\$5,000/-.

19. Strike, Riot & Civil Commotion

This Section is extended to cover loss of or damage to the insured property consequent upon riot, strike and civil commotion.

20. Temporary Removal

This Section is extended to cover loss of or damage to Contents (excluding stocks) up to a limit of S\$5,000/- whilst such Contents are temporarily removed from the insured Situation for cleaning, renovation, repair or other similar purpose elsewhere but within Singapore.

Provided that this Extension does not cover damage caused by typhoon, storm or flood unless the Contents are kept inside a building.

21. Temporary Increase in Sum Insured

The sum insured for Stock-in-trade covered under this Section shall be automatically increased by 20% up to a maximum limit of S\$100,000/- during the two (2) weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day.

22. Tenant's Improvement

This Section is extended to cover cost of Your interest as tenants in improvements, structural alterations and additions, decorations and fixtures provided You are not able to recover the cost from the landlord.

SECTION 2 – CONSEQUENTIAL LOSS COVER

We will pay the amount of Daily Benefit as stated in the Policy Schedule if there is interruption to or interference with the Business at the insured Situation as a result of:

- 1. Closure of the whole premise resulting from loss or damage by the perils covered under Section 1, provided the happening of such an event causes interruption to Your Business during the Period of Insurance to the extent of preventing You from conducting Your normal business operations at the insured Situation.

No indemnity shall be payable if the interruption period is less than one (1) day.

2. Closure of the whole premise by order of a Public Authority in consequence of:
 - a) murder or suicide occurring at the premises.
 - b) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the premises.
 - c) defects in the drains or other sanitary arrangements at the premises.

We shall not be liable for any claim for the first three (3) days of interruption or interference to the Business from the date when the closure is imposed.

The Company will **not be liable** for any:

- a) occurrence, whether directly or indirectly arising from any infectious diseases, COVID-19, AIDS, MERS, SARS-CoV or any influenza virus (including but not limited to H5N1, H1N1) or any other mutation, derivative or variation therefore.
- b) any cost to clean decontaminate repair replace recall or checking of any property.

BASIS OF SETTLEMENT

Loss payable under this Section shall be the amount of Daily Benefit as stated in the Policy Schedule multiply by the actual number of days Your business is totally suspended from operation but subject to a maximum of 100 days.

GROSS PROFIT

The Cover

If the Insured Property (as insured under Section 1 All Risk)–used by You at the Premises for the purposes of the Business is lost or damaged during the Period of Insurance by any cause which is covered under the same section of this Policy, and this loss or damage (herein referred to as Damage for the purpose of this Section) results in the interruption of or interference with the Business. We will pay You the amount of loss directly resulting from such interruption or interference during the Indemnity Period in accordance with the stated Basis of Settlement.

Definitions

1. Gross Profit / Gross Revenue

The amount of by which the sum of the Turnover and the amount of the Closing Stock and Work in Progress shall exceed the sum of the amount Opening Stock and Work in Progress and the amount of the Specified (Uninsured) Working Expenses.

The amount of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with Your usual accounting methods, due provision being made for depreciation and writing down of Stocks.

Annual Turnover	Rate of Gross Profit	Standard Turnover
The Turnover during the twelve months immediately before the date of the damage	The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage	The Turnover during that period in the twelve months immediately before the date damage which corresponds with the Indemnity Period
to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variation in or special circumstances affecting the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but during the relative period after the damage.		

2. Turnover

The money (less discounts allowed) paid or payable to You for goods sold and delivered and for services rendered in course of the Business at the Premises.

3. Shortage in Turnover

The amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the part of the Standard Turnover which relates to that period.

4. Specified (Uninsured) Working Expenses

The variable expenses of the Business not insured such as but not limited to Purchases (less discounts received), Wages and Freight.

5. Normal Operation

The state of operation of Your Business that existed immediately prior to the occurrence of the Damage.

6. Wages

The remuneration (including Central Provident Fund contributions, bonuses, overtime pay and other payments pertaining to employment) of all employees other than those whose remuneration is treated as Salaries in Your books of account.

7. Indemnity Period

The period commencing from the date of Damage occurring during the Period of Insurance and ending not later than the Maximum Indemnity Period during which the results of the business shall be affected in consequences of the Damage.

8. Time Excess (3 days)

The period commencing from the beginning of the interruption or interference of the Business resulting in a claim under this Policy, during which We will not be liable for the amount of loss.

9. Extra Expenses

The additional expenditure incurred during the Indemnity Period chargeable to the operation of Your Business and which would normally have been incurred to conduct the business during the same period which corresponds with the Indemnity Period had not Damage occurred.

BASIS OF SETTLEMENT

1. Gross Profit / Gross Revenue

The insurance in respect of Gross Profit / Gross Revenue is limited to loss of Gross Profit due to

- a) Reduction In Turnover and
- b) Increase In Cost Of Working.

The amount payable as indemnity hereunder shall be:

- a) In respect of Reduction In Turnover, the sum produced by applying the Rate of Gross Profit to the Reduction in Turnover during the Indemnity period.
- b) In respect of Increase In Cost of Working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Charges and Expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the damage.

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum amount payable under this Item shall be proportionately reduced).

2. Limit of Liability

Our liability is limited to a sum not exceeding the Sum Insured set again each item or in the whole the Total Sum Insured expressed in this Policy.

SECTION 3 – MONEY

COVER

We will pay for loss of or damage to Money occurring during the Period of Insurance up to the limits stated in the Policy Schedule:

- whilst in transit anywhere within Singapore whilst in Your personal custody or the custody of Your authorized employees.
- whilst the Money is on the premises at the Situation specified in the Policy Schedule during Business Hours.
- whilst the Money is on the premises at the Situation specified in the Policy Schedule after Business Hours provided the Money is kept in a locked safe / strongroom / drawers / cabinets / cash registers subject to the following sub-limit:
 - S\$1,000/- for Food & Beverage – Take-Away Plan and Stall Plan.
 - S\$3,000/- for Food & Beverage – Restaurant Plan, Office Plan, Retail Plan and Service Plan.
- whilst the Money is in Your / Your Partner's / Your Director's residence provided the Money is kept in locked safe / drawers up to the following limits during any Period of Insurance:
 - S\$250/- for Food & Beverage – Stall Plan.
 - S\$500/- for All Other Plans.

LIMIT OF INDEMNITY

Our liability for any one loss shall not exceed the amount stated in respect of each item specified in the Policy Schedule.

EXCLUSIONS

This Section does not cover:

- loss due to error or omission in receipts payments or accounting or due to depreciation in value or to the use of counterfeit money.
- loss of or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by You or any person(s) in Your service.
- loss of Money entrusted to any person other than Yourself and / or employees authorised by You.
- Money contained in vending, gaming and amusement machines.
- loss of Money from an unattended vehicle.
- loss of Money from safes, strongrooms or other depository following the use of the keys or combination numbers unless such keys have been obtained by threats or violent means.
- mysterious disappearance or unexplained loss.
- loss or damage caused by burglary, housekeeping or theft unless such offences are accompanied by forcible and violent entry into or exit from the premises.

CONDITIONS TO SECTION 3

- You shall keep a daily record of the amount of cash and / or banknotes contained in the said safe / drawer and such record shall be deposited in a secured place other than the said safe / drawer and shall be produced as documentary evidence in the event of a claim arising hereunder.
- Whenever the Situation(s) are left unattended the keys to the locked drawers safes or strongrooms and record of the combination numbers are removed from the Situation(s) by You or any of Your employee.

EXTENSIONS

This Section is extended to cover the following:

1. Automatic increase in limit

The maximum limit of liability for any one loss shall be increased automatically by 100% of the sum insured for Weekends and Public Holidays.

2. Loss or Damage to Safe / Drawers / Cabinets / Cash Registers

This section is extended to cover any loss of or damage to safe / drawers / cabinets / cash registers resulting directly from any attempt to remove the contents of such safe / drawers / cabinets / cash registers up to a limit of S\$500/-.

3. Riot Strike and Civil Commotion

This Section is extended to cover loss of or damage to insured Property consequent upon riot, strike and civil commotion.

4. Personal Accident Benefits

We agree that if Your employees (up to two (2) employees) shall suffer bodily injury sustained as a result of armed robbery / hold-up or any attempt thereat within the Situation as described in the Schedule of the Policy and which injury shall solely and independently of any other cause result in the employee's death or disablement We will subject to the terms exclusions and conditions of this Memorandum pay to You the compensation in respect of the contingencies specified hereunder:

Table of Benefits		Sum Insured Per Employee
1	Death	S\$10,000/-
2	Total and irrecoverable loss of all sight in both eyes	S\$10,000/-
3	Total loss by physical severance of both hands or both feet or one hand and one foot	S\$10,000/-
4	Total loss by physical severance of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$10,000/-
5	Total and irrecoverable loss of all sight in one eye	S\$5,000/-
6	Total loss by physical severance of one hand or one foot	S\$5,000/-

All the above occurring within three months of bodily injury as aforesaid.

Provisions to Extension 4

- Your employees shall not be entitled to compensation under more than one of the benefits in the Table of Benefits in respect of the same period of time. We shall not be further liable in respect of any one employee to make any payment under this Extension after a claim under one of the Benefits 1 to 6 has been admitted and become payable.
- No benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect / infirmity, pregnancy or childbirth.

Conditions of Extension 4

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

SECTION 4 – PERSONAL ACCIDENT

COVER

If the Insured Person shall sustain Accidental Bodily Injury during the Period of Insurance and such injury shall within twelve (12) months from the date of the Accident solely and independently of any other cause result in:

- the Insured Person's Death or Permanent Disablement, We will pay compensation to the Insured Person or in the event of death to the legal personal representatives the amount specified in the Schedule subject to the Percentage for each form of Permanent Disablement set out in the Table of Benefits.
- any Accidental Medical Expenses incurred, up to a limit of S\$500/- any one Period of Insurance.

Cover is 24 hours and Situation of risk is anywhere in Singapore.

SCALE OF PERMANENT DISABLEMENT BENEFITS

Table of Benefit			
Description Of Permanent Disablement		Percentages Of The Sum Insured Specified In The Schedule of Benefits	
		Continental (Scale II)	
1	Total and Permanent Disablement from engaging in or attending to employment or occupation of any and every kind.	100%	
2	Total and Permanent Loss of all sight in both eyes.	100%	
3	Total Loss by physical severance or total and permanent loss of use of:		
	a) hand at wrist	100%	
	b) arm at shoulder	100%	
	c) arm between shoulder and elbow	100%	
	d) arm at or below elbow	100%	
	e) leg at hip	100%	
	f) leg between knee and hip	100%	
	g) leg at or below knee	100%	
4	Total and Permanent Loss of sight in one eye except perception of light	50%	
5	Total Loss by physical severance or total and Permanent Loss of use of:		
	a) thumb and 4 fingers of one hand	50%	
	b) 4 fingers of one hand	40%	
	c) thumb	- 2 phalanges	25%
		- 1 phalanx	10%
	d) index finger	- 3 phalanges	15%
		- 2 phalanges	10%
		- 1 phalanx	5%
	e) middle finger	- 3 phalanges	10%
		- 2 phalanges	7%
		- 1 phalanx	3%
	f) ring finger	- 3 phalanges	10%
		- 2 phalanges	7%
		- 1 phalanx	3%
	g) little finger	- 3 phalanges	10%
		- 2 phalanges	7%
		- 1 phalanx	3%
	h) all toes of one foot	18%	
	i) great toe	- 2 phalanges	6%
		- 1 phalanx	3%
	j) any other toe	3%	
6	Total and permanent loss of	a) hearing in both ear	75%
		b) hearing in one ear	20%
7	Total and permanent loss of speech	50%	
8	Third Degree Burns		
	a) Head - Damages as a Percentage of Total Body Surface Area		
	i) equals to or greater than 2% but less than 5%	50%	
	ii) equals to or greater than 5% but less than 8%	75%	
	iii) equals to or greater than 8%	100%	
	b) Body - Damages as a Percentage of Total Body Surface Area		
	i) equals to or greater than 10% but less than 15%	50%	
	ii) equals to or greater than 15% but less than 20%	75%	
	iii) equals to or greater than 20%	100%	

Where the injury is not specified in the benefit scale above, We will adopt a percentage of disability based on the assessment by Our appointed doctor, which in Our opinion is consistent with the benefit scale above.

For the purpose of this Section 4, the definition to the terms used are as follows:

1. **Accident / Accidental** means an event or occurrence which is unintended, sudden, fortuitous and unforeseen.
2. **Accidental Medical Expenses** means the actual charges incurred for treatment of an Insured Person for Injury in a Hospital (including all daily room and board expenses, Surgery, Hospital miscellaneous expenses) or by a Registered Medical Practitioner (including laboratory and x-ray charges) or the Reasonable Customary Charges, whichever is the lowest. This benefit is payable on a reimbursement basis.
3. **Age** means the current age. A person is considered to be of his / her current age until his / her next birthday.
4. **Registered Medical Practitioner** means a medical practitioner (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed or registered to practice Western medicine and who, in rendering treatment, is practicing within the scope of his / her licensing and training in the geographical area of practice.
5. **Hospital** means a registered institution licensed by the Ministry of Health for the care and treatment of persons who are injured or ill and which :
 - a) provides organised facilities for diagnosis, treatment and major surgery.
 - b) provides 24-hour nursing services by registered graduate nurses and under the supervision of one or more Physicians at all times.
 - c) is not primarily a clinic, a mental hospital, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.
6. **Bodily Injury** means injury caused solely and directly by an Accidental and external means and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.
7. **Insured Person(s)** means the person(s) named in the Schedule as Insured Person(s).
8. **Loss** means complete severance or permanent functional disablement of any Insured Person.
9. **Loss of Sight** means total and irrecoverable loss of sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.
10. **Loss of Speech Or Hearing** means medically certified total and irrecoverable loss of the sense of speech and hearing.
11. **Loss of Use** means loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured Person.
12. **Permanent Disablement** means injury which:
 - a) falls into one of the categories listed in the Scale of Permanent Disablement Benefits Table or otherwise results in Loss; or months from the date of Accident, is at the expiry of that period, beyond hope of improvement.
 - b) having lasted for a continuous period of twelve (12) calendar months from the date of the Accident entirely prevents the Insured Person from engaging in gainful employment of any and every kind and from which there is no hope of improvement.
13. **Pre-existing Conditions** means injury, illness or illnesses which existed or have developed symptoms or there exists manifestation of illnesses before the Effective Date of cover in respect of an Insured Person of which the Insured Person was aware or should reasonably have been aware, based on normal medically accepted pathological development of the illness or illnesses.
14. **Total and Permanent Disablement** means injury which, having lasted a continuous period of twelve (12) calendar months from

the date of the Accident entirely prevents the Insured Person from engaging in gainful employment of any and every kind from which there is no hope of improvement.

EXCLUSIONS

This Section does not cover:

1. any persons under the Age of 18 or over the Age of 65, unless specifically approved by Us for renewal up to Age 75.
2. any unlawful or intentional act of an Insured Person or his / her wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
3. AIDS (Acquired Immunisation Deficiency Syndrome); ARC (Aids Related Complex) & HIV (Human Immunodeficiency Virus) infection.
4. pregnancy, childbirth, abortion, miscarriage and all complications arising from such conditions, except where such treatment is rendered necessary by Accidental Bodily Injury within the scope of this Policy.
5. effect or influence of alcohol or drugs not prescribed by a qualified Registered Medical Practitioner and the effect or influence of drugs prescribed for the treatment of drug addiction.
6. claims arising whilst engaging in any professional sports, dangerous activities or sports, including underwater activities necessitating the use of underwater breathing apparatus, any kind of speed contest or racing (other than on foot), motor rallies, hunting, potholing, parachuting, sky diving, bungee jumping, competitive snow or ice sports, caving, mountaineering or rock climbing necessitating the use of guides or ropes, ballooning or hang gliding.
7. flying or other aerial activity except as a fare paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised chartered company.
8. motor-cycling (as driver or passenger).
9. claims as the result of any medical condition, Pre-existing Conditions, physical defect or infirmity.
10. claims arising whilst engaging in an illegal act.

CONDITIONS

1. Eligibility

Persons eligible for cover under this Policy are:

- a) aged between 18 and 65 years; renewable up to 75 years subject to Our approval and
- b) Singapore citizens or Permanent residents.

2. Evidence Required

You must produce at Your own expense, any medical certificates and other evidence required in support of a claim. If We consider it necessary, the Insured Person must also agree to undergo a medical examination at Our expense. In the event of death of the Insured Person, We shall be entitled to have a post mortem at Our own expense.

3. Benefits

The aggregate of all benefits payable in respect of Death and / or Permanent Disablement in any one Period shall not exceed 100% of the Sum Insured in the Policy Schedule. Any claim payable under Accidental Death Benefit shall be reduced by a sum equal to any claim payable under Permanent Disablement Benefit in respect of the same Accidental Bodily Injury.

4. Mode of Payment

Any benefits payable under this Policy shall be paid to You or the Insured Person. The Insured Person or Your receipt of any benefit payable under this Policy shall in all cases be deemed final and complete discharge of all Our liability.

Any portion of the eligible expenses paid through the Insured Person's Medisave will be refunded directly into his / her Medisave account.

EXTENSIONS

This Section is extended to cover the following:

1. Disappearance

In the event the Insured Person's body has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured Person was travelling in and it is reasonable to believe that the Insured Person has died as a result of Bodily Injury caused by an accident, the Death benefit shall become payable subject to a signed undertaking that if this belief is subsequently found to be wrong, such benefits shall be refunded to Us.

2. Drowning or Suffocation

Accidental Bodily Injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with Yours or the Insured Person's own wilful or intentional act.

3. Exposure

In the event the Insured Person is unavoidably exposed to the elements and as a result of which suffers a loss for which a benefit is otherwise payable, such a loss will be covered under the terms of this Policy.

4. Hijack

Accidental Bodily Injury sustained as a direct result of unlawful seizure or wrongful exercise of control of an aircraft, vessel or public conveyance will be covered under the terms of this Policy.

5. Murder and Assault

Accidental Bodily Injury sustained as a direct result of the Insured Person being a victim of murder or assault will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with the Insured Person's own participation of any such act.

6. Strike, Riot & Civil Commotion

Accidental Bodily Injury sustained as a direct result of strike, riot and civil commotion will be covered under the terms of the Policy provided that the Insured Person is not an active or a direct participant of such activities.

SECTION 5 – PUBLIC LIABILITY

COVER

We will indemnify You against all sums which You shall become legally liable to pay for compensation in respect of:

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

Happening in connection with the Business and occurring within the Republic of Singapore during the Period of Insurance.

We will also pay You in respect of any claims to which the indemnity under this Section applies:

1. all costs and expenses recoverable from You by any claimant.
2. all costs and expenses incurred with Our written consent.

LIMIT OF INDEMNITY

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Policy Schedule.

In respect of all injury illness or loss and damage sustained during one Period of Insurance Our liability shall be unlimited.

The Limit of Liability is inclusive of all legal costs, charges and expenses.

JURISDICTION

The indemnity provided by this Section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of Law within the Republic of Singapore.

EXCLUSIONS

This Section does not cover:

1. liability in respect of injury illness loss or damage which results from Your deliberate act or omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. liability assumed by You by Agreement and which would not have attached in the absence of such Agreement.
3. liability in respect of injury to or illness of any person under a Contract of Service or apprenticeship with You if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by You or any sums payable by You under legislation relating to occupational injury or illness.
4. liability in respect of loss of or damage to property:
 - a) belonging to or in the charge of You or any of Your servants or agents.
 - b) being that part of any goods or land or building or structure on which You or any of Your servant or agent is or has been working;
 - c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam driven machinery) intended to operate under steam pressure belonging to You or under Your control or that of any of Your servant or agent.
5. liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support.
6. liability in respect of injury illness loss or damage arising from the ownership possession or use by or on behalf of You of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of motor insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare;
7. liability in respect of injury illness loss or damage caused by or in connection with or arising from:
 - a) any vessel or craft or aircraft not specified in the Schedule under the heading of plant owned or possessed or used by or on behalf of the Insured or the loading and unloading thereof.
 - b) any lift elevator escalator hoist or crane owned or used by You or for the maintenance of which You are responsible unless specified in the Schedule under the heading of plant.
 - c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.
 - d) any commodity article or thing supplied repaired altered or treated by or to the order of You and happening elsewhere than at any of Your premises.
 - e) defective sanitary installations or poisoning of any kind or foreign or deleterious matter in food or drink.
8. any fine or penalty imposed upon You or any punitive or exemplary damages awarded against You.
9. bodily injury or property damage arising out of rendering of or failure to render any service, treatment or advice of a professional nature.
10. liability directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination unless such discharge, dispersal, release or escape is sudden and accidental.

11. liability directly or indirectly occasioned by or through or in consequence of:

- a) war invasion act of foreign enemy hostilities or war-like operations. (whether war be declared or not)
- b) civil war mutiny riot civil commotion military uprising insurrection rebellion revolution conspiracy military or usurped power.
- c) martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- d) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences.

and in the event of any claim hereunder You shall when so required by Us prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such claim.

12. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
13. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

EXTENSIONS

This Section shall be extended to cover the following but Our liability shall not in any way exceed the Limit of Liability specified in this Section under the Policy Schedule:

1. Defective Sanitary Installations

The indemnity provided under this Section is extended to include injury, illness, loss or damage to property caused by or arising from defective sanitary arrangements or water pollution provided it could be demonstrably proven that it has been caused by immediate discharge consequent upon an accident.

2. Fire and Explosion

The indemnity provided under this Section is extended to cover the risks of 'fire and explosion'.

Provided always that We shall not be liable for any liability in respect of bodily injury or loss of or damage to property caused by or in connection with or arising from the bursting of a boiler economiser or other vessel machine or apparatus wherein internal pressure is due to steam only.

3. First Aid Facilities

The indemnity provided under this Section is extended to include Your legal liability arising out of the provision by You of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

4. Food and Drinks (NOT APPLICABLE TO FOOD & BEVERAGE – TAKE-AWAY PLAN)

The indemnity provided under this Section is extended to include Your legal liability for death or bodily injury or illness directly caused by food or drink poisoning due to the presence of deleterious matter in the food or drinks or utensils supplied by You and happening at the Situation as specified in the Schedule.

Provided always that this Extension is given on the expressed condition that We shall not be liable unless You shall at all times take every possible precaution to ensure that such food and / or utensils are in good condition and free from contamination and fit for human consumption.

Our liability for this extension shall not in any case exceed S\$250,000/- in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during the Period of Insurance.

5. Guest Effect

The indemnity provided under this Section is extended to cover Your legal liability in respect of loss of or damage to personal effects belonging to Your guests up to a limit of S\$250/- any one occurrence whilst held in Your care, custody and control and occurring at the insured Situation.

6. Loading and Unloading

The indemnity under this Section is extended to cover third party bodily injury or property damage caused by or through the fault or negligence of Your employee during the course of loading and unloading operations or delivery or collection to or from stationary vehicles. Provided always that the extension shall not extend to cover motor vehicle policy or which is specifically required to be provided for under a motor vehicle policy by virtue of any legislation.

7. Neon / Advertising Signs

The indemnity under this Section is extended to cover accidents caused by or through the neon / advertising signs installations, the property of which belongs to You.

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

8. Overseas Travel

The indemnity under this Section is extended to indemnify You in respect of all sums which You shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of Your Directors / Executives whilst engaged on Your business anywhere in the World, subject to Singapore Jurisdiction.

9. Private Works for Directors & Executives

This Section is extended to indemnify You and any of Your Director or Executive in respect of the employment or private duties of any of Your employee by such Director or Executive. Provided that:

- a) any Director or Executive is not entitled to indemnity under any other policy or policies.
- b) this Extension shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and / or Executive where the injury arises out of and in the course of such person's employment or service with the Director and / or Executive.
- c) such Director and / or Executive shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, limits and conditions of this Section.

10. Tenant's Liability

We will indemnify You for all sums which You are liable at law as tenants and not as owners in respect of accidental loss of or damage to insured Situation (or fixtures or fittings thereof) hired or rented to You. Provided that this Extension shall not

apply to liability in respect of such loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement.

SECTION 6 – GOODS IN TRANSIT

COVER

We will indemnify You for loss or damage to the goods (herein referred to as "Interest Insured") relating to Your business by fire theft or accidental means, whilst in the ordinary course of transit by road vehicle, including loading and unloading, whilst within Singapore.

Provided always that the goods are not to be left unattended at all times.

Our indemnity under this Section shall not in any case exceed S\$2,000/- in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during the Period of Insurance.

CONDITIONS

It is the duty of You and Your servants and agents in respect of loss recoverable hereunder:

1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

We will, in addition to any loss recoverable hereunder, reimburse You for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by You or Us with the object of saving, protecting or recovering the property insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

In no case is this insurance for the benefit of any transport company or haulier.

SECTION 7 – FIRE & EXTRANEIOUS PERILS ON BUILDING

COVER

We will pay to repair reinstate or replace the insured Building up to the sum insured specified in the Schedule whilst in the Situation if the insured Building is destroyed or damaged by the following Insured Perils during the Period of Insurance.

INSURED PERILS

1. **Fire or Lightning**
2. **Aircraft Damage**

Aircraft or other aerial devices or articles dropped therefrom but excluding loss or damage caused by any aircraft for which permission to land has been granted by You.

3. **Bursting or Overflowing of Water Tanks, Apparatus or Pipes**

Bursting or overflowing of water tanks apparatus or pipes from within the building insured or containing the property insured but excluding:

- a) damage thereto.
- b) loss or damage whilst the building is untenanted.
- c) loss or damage by water discharged or leaking from any automatic sprinkler installation.
- d) the first S\$200 of each and every loss.

4. **Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm and Flood arising therefrom**

Loss or damage to the insured building (by fire or otherwise) caused by:

- a) earthquake, volcanic eruption.
- b) hurricane, cyclone, typhoon and windstorm.

- c) flood (including overflowing of the sea) caused by any of the perils mentioned in (a) and (b) above subject to the following Excess Clause and Special Conditions.

Excess Clause

With regards to loss or damage (other than by fire) to any buildings hereby insured directly caused by any peril which this clause apply, Our liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either :

- a) 1% of the total sum insured against such peril on said buildings, or
- b) S\$400.

whichever shall be the lesser.

This clause shall apply separately to:

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

Special Conditions

1. We shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not [other than loss or damage caused by flood (including overflow of sea) when such peril is insured against by this Section] unless the Building insured or containing the Insured Property shall first sustain actual damage to the roof or walls of same by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm.

We shall then be liable only for damage to the interior of the Building or the Insured Property that is caused by water or rain entering the building through openings in the roof or walls made by the direct force of the perils.

2. This insurance does not cover:-
 - a) Consequential Loss of any kind other than rent if insured hereby.
 - b) Loss or damage caused by hail whether driven by wind or not.
 - c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption provided that these perils are insured against by this Policy.
 - d) Loss or damage caused by explosion except as provided in Exception 6 of the Policy.
 - e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. We shall not be liable for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this insurance does not cover:-
 - a) Fences, gates, metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit,
 - b) Premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

5. Explosion

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

6. Flood

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

- a) loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm.
- b) loss or damage caused by subsidence or landslide.
- c) loss or damage to fences, gates, goods stored in the open or goods in transit.
- d) the first S\$400 of each and every loss.

7. Impact by Road Vehicles

Impact by road vehicles not belonging to You or under Your control or any member of Your family or employees, provided that the first S\$100 of each and every claim shall be borne by You.

8. Smoke Damage

Smoke due to sudden unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described insured Situation but not smoke from fire-places or industrial apparatus. Provided all the conditions of this Section shall apply and for this purpose, any such destruction or damage shall be deemed to be destruction or damage by fire.

9. Riots and Strikes

Loss of or damage to the property insured caused by:-

- i) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence otherwise excluded under Special Condition, General Exclusion and other conditions of this insurance.
- ii) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
- iii) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- iv) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Special Conditions

For the purposes of this Insured Peril – Riots and Strikes, the following conditions shall apply:-

Condition 1

- i) This insurance does not cover:
 - a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - b) Loss or damage resulting from total or partial cessation of work.
 - c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

- d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

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

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

Condition 2

This insurance does not cover any loss or damage occasioned by any of the following occurrences, namely:-

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

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

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

10. Malicious Damage

It is hereby agreed and declared that the insurance under Insured Peril - Riot and Strike - is extended to include malicious damage which shall mean physical loss of or damage to the insured property caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Condition No. 2 of the said Riot and Strike peril but We shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, house breaking, theft or larceny.

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

11. Sprinkler Leakage

Loss of or damage to the insured property caused by water accidentally discharged or leaking from the automatic sprinkler installation, provided that the leakage is not the result of the following causes:-

- a) Heat caused by fire.
- b) Repairs or alterations to the buildings or premises.
- c) The sprinkler installation being repaired, removed or extended.
- d) Freezing in the event of the premises being vacant or unoccupied, or freezing due to Your negligence.
- e) The order of the Government or of any municipal local or other competent authority.
- f) Subterranean fire.

- g) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- h) Explosion, the blowing-up of buildings or blasting.
- i) Defects in construction or condition of which You are aware.

12. Spontaneous Combustion

Loss of or damage to the insured property caused by its own spontaneous combustion, notwithstanding anything stated to the contrary in the printed Conditions of this Section.

BASIS OF SETTLEMENT

Claims for insured loss or damage will be settled on the basis of the cost of repairing or replacing the lost or damaged Building with similar property having similar function or output without any deduction for wear, tear or depreciation.

EXCEPTIONS

This Section does not cover:

1. loss by theft during or after the occurrence of a fire.
2. loss or damage to property occasioned by its own fermentation natural heating or spontaneous combustion or by its undergoing any heating or drying process.
3. loss or damage occasioned by or through or in consequence of:-
 - i) the burning of property by order of any public authority.
 - ii) subterranean fire.
4. loss or damage from coal, caused by its own spontaneous combustion.
5. loss or damage by explosives.
6. loss or damage by explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated nor forming part of any gas works, will be deemed to be loss by fire.
7. loss or damage caused by burning of forests, bush, prairie, pampas, or jungle, and the clearing of lands by fire.

EXTENSIONS

This Section shall be extended to cover the following but Our indemnity shall not in any way exceed the sum insured specified in this Section under the Policy Schedule:

1. Alterations and Repairs

Workmen are allowed in or about the Situation to carry out alterations and repairs, provided the independent contract value of each such work does not exceed 1% of the sum insured for Building or S\$100,000/- whichever is the lesser.

2. Appraisalment

If the aggregate claim for any one loss destruction or damage does not exceed S\$10,000/- or 5% of the sum insured, whichever is the lesser, no special inventory or appraisalment of the undamaged property is required.

3. Architects' Surveyors' and Consultant Engineers' Fees

This Section is extended to cover fees and costs for Architects, Surveyors and other consultants for estimates, plans, specifications, quantities, tender and supervision up to a limit of S\$5,000/-.

4. Automatic Reinstatement

The sum insured will not be reduced by the amount of a loss provided You pay any additional premium that is required.

5. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings

Awnings, blinds, signs or other outdoor fixtures or fittings are covered provided Our liability under this extension shall not exceed 10% of the sum insured or S\$5,000/- whichever is lesser.

6. Breach of Conditions and / or Warranties

The conditions and warranties shall apply individually to each of the item insured and not collectively to them. Thus, a breach in any condition or warranty shall void the portion only to which that breach applied and does not affect the portion in respect of the other items.

7. Capital Additions

This Section is extended to cover the costs of alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the Building up to 10% of the total sum insured or S\$10,000/-, whichever is the lesser, subject to You declaring to us at the end of each quarter during the Period of Insurance such alterations, additions and improvements and pay any additional premium that may be required.

8. Cost of Demolition and Clearing and Erection of Hoarding

This Section is extended to cover the costs incurred for demolition of Buildings and / or removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition site clearing and / or building operations following destruction of or damage to the insured property by fire or any other perils hereby insured against, provided Our liability shall not exceed 10% of the cost and expense necessary to restore damaged insured property.

9. Cost of Recompiling Records and Claims Preparation

The sum insured under this Section includes:-

- a) costs of recompiling records but only for the value of the materials used together with the costs of clerical labour expended in producing such records, and
- b) reasonable charges incurred by You for producing and certifying any information as may be required by Us.

Our indemnity under this Clause shall not exceed S\$500/-.

10. Electrical Installations (4B)

This Section is extended to cover loss or damage by fire to the electrical appliances and installation hereby insured arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity (lightning included). But We are not liable for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

11. Extended Impact Damage

This Section is extended to cover damage to the insured property and / or to walls, gates and fences resulting from impact by any road vehicles or animals. You shall bear the first S\$500/- of each and every claim arising from this benefit.

12. Fire Extinguishing Cost

This Section is extended to cover the cost and expense incurred to extinguish fire involving or threatening the insured Building, provided Our liability shall not exceed S\$2,500/-.

13. Heating and Power

The use of electric, gas and other lighting, heating and power usual to trades and occupations is allowed as provided by Law, By-Law or Municipal Regulation.

14. Leased Property

This Section is extended to indemnify any other interested party in the property insured by virtue of a mortgage, leasing, hiring or renting agreement provided such property is not more specifically insured.

15. Payment on Account

In the event of the occurrence of a loss under this Section, We will make payment on account in respect of such loss to You if desired, on production of a statement of claim certified by the Approved Assessor.

16. Privileges / Permission Granted

You may:

- a) Conduct business at the Situation at all hours.
- b) Use insured property for other occupancy, which is not more hazardous than the occupancy at the time of inception of the current Policy. Provided You advise us in writing of such change or additional occupancy as soon as practicable.
- c) Make all alterations, additions or repairs to insured property provided such works are opened for examination and supervision by Us and in any dispute regarding the cost of repair, the loss shall be settled in accordance with the terms of this Policy. You shall maintain reasonable and sufficient evidence of loss to enable determination of policy liability and actual loss amount. Provided the sole reason for this privilege being to quickly avail again Your use of operating property necessary for the business.

17. Public Authorities Ordinance

This Section is extended to cover additional cost and expense to reinstate the Building damaged by an insured peril incurred to comply with legal building or other legislation, provided:

- a) the amount payable shall not include the cost or expense incurred to comply with any of the aforementioned Regulations:
 - i) for any loss prior to the granting of this extension;
 - ii) if notice of compliance with such Regulations has been served upon You before the loss occurred;
 - iii) for damaged insured property or undamaged portions of the insured property;
 - iv) the additional cost or expense that is required to reinstate or replace damaged insured property, had the necessity to comply with any of the aforementioned Regulations not arisen;
 - v) the amount of any tax, development or any other charge or assessment related to the insured property payable to comply with any of the aforementioned Regulations.
- b) the work of reinstatement or replacement is commenced and carried out with due diligence and completed within 12 calendar months (or such extension that We may agree to in writing) from the date of loss, otherwise the amount payable shall be that payable had this extension not been incorporated;
- c) if Our liability under any insured item is reduced by the application of any provision in this Policy apart from this extension, then Our liability under this extension shall be reduced in like proportion.

18. Reinstatement Value (excluding stock)

The payment for damage shall be the actual cost and expense to reinstate or to replace damaged insured property on the same site, provided:

- a) all other property insurance covering insured property at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value;
- b) the work of restoration is commenced and carried out and completed within 12 calendar months (or such time that We may agree to in writing) from the date of loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs;
- c) if at the time of reinstatement or replacement the sum insured is less than the Replacement Value of insured property, then You shall be deemed Your own insurer for the difference and shall bear a proportionate share of the loss amount;

- d) We shall not be bound to reinstate or replace exactly but only as circumstances permit and in reasonable sufficient manner.

If You are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.

19. Removal of Debris

This Section is extended to include costs of removing debris, dismantling or demolishing, shoring or propping up of the damaged property insured by this Section, for an amount not exceeding 10% of the sum insured or S\$5,000, whichever is the lesser.

20. Services

This Section is extended to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like including and accessories therein including similar properties in adjoining yards or roadways or underground pertaining to the insured Buildings.

21. Sue and Labour

This Section is extended to include cost and expense incurred following property damage by You with Our written approval to sue in Your own name for payment of such loss from any other party or person. If at the time the loss occurred, the item was insured for an amount less than its value, the amount payable under this extension shall be proportionately reduced. If any of such cost or expense is recoverable from the other party, We shall be entitled to a proportionate amount of the recovery.

22. Temporary Protection

This Section is extended to cover the cost of temporary protection reasonably and necessarily incurred for the safety and protection of the insured Building pending repair / replacement of damage up to a limit of S\$2,500/-.

23. Tenant's Improvement

This Section is extended to cover the cost of Your interest as tenants in improvements, structural alterations and additions, decorations and fixtures provided You are not able to recover the cost from the landlord.

SECTION 8 – FIDELITY GUARANTEE

COVER

We will indemnify You if You shall suffer any direct pecuniary loss arising from any act of fraud or dishonesty committed by the Employee(s) listed in the Policy Schedule occurring during the Period of Insurance.

LIMIT OF LIABILITY

Our liability shall not exceed S\$5,000/- for any one claim or all claims during the Period of Insurance and subject to the specific number of employees insured as stated in the Schedule.

EXCLUSIONS

We shall not be liable:

1. if the nature of Your Business be changed.
2. if the occupation or duties of the employee be changed or the remuneration of the employee reduced;
3. if the precautions and checks for securing accuracy of accounts are not duly observed;
4. for any stock / inventory losses discovered during stock taking or routine stock checks unless it can be clearly established that an act of fraud or dishonesty has been committed by Your employee or employees and that all other obligations imposed upon You hereunder are fulfilled;

CONDITIONS

1. We shall not be liable for any act of fraud or dishonesty unless such act or dishonesty is discovered
 - a) during the Period of Insurance or
 - b) within the six months period immediately after expiry or termination of the policy or within six months after the termination of the employee's employment from whatever cause whichever event shall first happen.
2. Upon the happening of any circumstances giving rise or likely to give rise to a claim under this Section, You shall immediately upon becoming aware of such loss or damage give immediate notice to:
 - a) the police and take all practical steps to prosecute the Employee involved to conviction for any criminal act which the Employee involved shall have committed.
 - b) Us stating the Employee or Employees involved, their whereabouts and the acts of fraud or dishonesty discovered and within 3 months thereafter deliver to Us a claim in writing and supply full details particulars and proof and any other information as may be reasonably required by us.
3. In the event of a claim all Your books of accounts and any accountant's reports thereon shall be open to Our inspection and You shall give all information and assistance to enable Us to obtain reimbursement from the employee involved or his estate of any amount which We shall have paid or become liable to pay under this Section.
4. The value of property of any employee involved in any act of fraud or dishonesty giving rise or likely to give rise to a claim under this Section in Your hands and any sum which but for any act of fraud or dishonesty would have been due to such employee by You shall deducted from any amount payable under this Section.

SECTION 9 – WORK INJURY COMPENSATION

This simple guide will bring you through the key things you need to know about Work Injury Compensation Act 2019 (WICA 2019) and the recommended steps that you should take in the event of a work-related accident.

Key things you need to know:

A. Approved Work Injury Compensation Act 2019 Insurance Policy (commenced on / after 1 Jan 2021)

1. What is an approved Work Injury Compensation Act 2019 insurance policy and how is this different from other policies and previous practices?

An approved Work Injury Compensation Act 2019 insurance policy, also known as the “WICI 2019” policy, is an annual policy issued by an MOM-designated insurer. This “WICI 2019” policy covers employer’s liabilities for compensation under WICA 2019. It is fully compliant with MOM’s compulsory terms, and does not contain any terms or extensions that derogate from these compulsory terms.

MOM-designated Insurers will process all work injury claims (including death and permanent incapacity claims) under “WICI 2019” policies, in accordance with MOM’s prescribed guidelines and requirements. Similarly, employers are to provide all reasonable assistance to enable insurers to conduct such proceedings.

2. Mandatory sharing of data with MOM

Under this new regime, your insurance policy data and claims data will be shared with MOM. Insurers will need to collect your company’s UEN, total payroll and total head count to submit to MOM. In addition, past claims data will be made available to MOM as well as MOM-designated insurers, for greater information transparency. Employers with good safety records would be able to enjoy lower premiums, while those with poor safety records would face significantly higher premiums.

3. How do I make a claim under the “WICI 2019” policy?

Please report any work-related incidents within ten (10) days to MOM through MOM’s WSH Incident Reporting eService. When filing the Incident Report with MOM, you will be asked whether you are claiming under a WICA 2019 insurance policy that commenced on / after 1 Jan 2021. Please indicate so.

Please concurrently report the matter to your Work Injury Compensation Insurer as well as your insurance intermediary if you had purchased your insurance policy from an agent, financial advisor or a broker. Your Insurer will contact you for further action and process the claim in accordance with MOM’s guidelines. All claims will be processed by default, unless withdrawn by the injured employee.

4. What happens if I cannot follow above steps?

Employers must report any work-related incidents even if the ten (10) days reporting deadline has passed. You will be required to provide the reasons for late reporting in your incident report. Non-reporting is an offence.

MOM-designated insurers are mandated to report any instances of non-reporting to MOM. Failure to report may also prejudice your claim under the insurance policy.

B. Changes in limits and coverage for work injury compensation

5. Changes in compensation and medical expenses limits

The compensation limits under WICA 2019 have been updated as follows

Type	Limits	Before 1 Jan 2020	From 1 Jan 2020
Death	Maximum	S\$204,000	S\$225,000
	Minimum	S\$69,000	S\$76,000
Total Permanent Incapacity (PI)	Maximum	S\$262,000	S\$289,000
	Minimum	S\$88,000	S\$97,000
Medical Expenses		S\$36,000 or within 1 year from date of accident, whichever is reached first	S\$45,000 or within 1 year from date of accident, whichever is reached first

6. Expanded mandatory insurance coverage to non-manual employees

From 1 Apr 2021, the mandatory insurance salary threshold for non-manual employees will be increased.

	Before 1 Apr 2020	From 1 Apr 2020	From 1 Apr 2021
Mandatory Insurance Salary threshold for non-manual employees	S\$1,600	S\$2,100	S\$2,600

Unless exempted, any employer who fails to insure himself in accordance with the Work Injury Compensation Act shall be guilty of an offence and shall be liable on conviction to a fine up to S\$10,000 and / or to imprisonment for a term up to one year. The maximum fine for second or subsequent offences will be increased to S\$20,000 w.e.f. 1 Sep 2020.

7. Scope of compensation to include light duties

For accidents from 1 Sep 2020, employees on light duties will be compensated for any loss in earnings if the actual wages received during the light duty period are lower than their Average Monthly Earnings (or lower than 2/3 of the Average Monthly Earnings if medical leave and light duties have exceeded 14 days). For submission of light duty claims to insurers, please include itemised payslips for the corresponding months where light duty was awarded to the employees.

C. Changes in reporting of incidents

8. Compulsory reporting for any instances of medical leave or light duties issued for work accident

From 1 Sep 2020, employers must report all incidents of work-related accidents with medical leave or light duties to MOM.

D. Others

9. What do I do if I have a complaint against my insurers for “WICI 2019” policy?

MOM-designated insurers are required to comply with MOM’s guidelines for the processing of your claim under the Work Injury Compensation Act 2019. We will recommend that you enquire with your insurer for details. If the issue remains unresolved, you may wish to contact MOM or the Financial Industry Disputes Resolution Centre (FIDREC) for assistance.

10. What will happen to existing Work Injury policies?

Existing WIC insurance policies that comply with WICA (Chapter 354) continue to be valid until the following dates:

- For policies that commenced before 1 Sep 2020: policy end date, or latest 31 Aug 2021
- For policies that commenced between 1 Sep 2020 and 31 Dec 2020: policy end date, or latest 31 Dec 2021

Employers must obtain a “WICI 2019” policy thereafter.

1. This section (hereinafter called the "Section") is issued as an approved section under the Work Injury Compensation Act 2019.
2. **INTERPRETATION**
 - (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 Policy 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.
7. **JURISDICTION**
 - (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.
8. **RECOVERY FROM INSURED**
 - (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
 - (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.
9. **EXCEPTIONS**
 - (1) The Company shall not be liable in respect of
 - (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;

(b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or

(ii) 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.

10. CONDITIONS

(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.

11. DATA GOVERNANCE

- (1) The Insured agrees and gives consent for the Company to verify the following information about the Insured with governmental or regulatory authorities, for the purposes of processing, underwriting, administering and managing the Section with the Company:
- workforce size and aggregated payroll for all, or any class of employees;
 - 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.

12. PREMIUM ADJUSTMENT AND DECLARATION OF EARNINGS

- (1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.
- (2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this 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.

13. UNDERINSURANCE AND AVERAGE CONDITION

- (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).

14. PREMIUM PAYMENT WARRANTY

- (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:
- the cover under the Section, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
 - the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - 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.

15. NO AVOIDANCE OF COMPULSORY TERMS

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.

16. EXTENSIONS

This Section is extended to cover the following:

1) Common Law Extension

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

2) Travelling To And From Work & Meal Breaks

This Section is extended to include an event happening to an employee on any working day in pursuance of or arising out of and/or in the course of his employment by the Insured whilst travelling between his place of residence and place of employment and/or any other place for the purpose of his employment and vice versa within Singapore, including during meal break.

Provided that any such event does not occur during or after any interruption or deviation from the journey made for reasons or purposes unconnected with his employment.

This Extension does not cover travelling by motorcycle and pillion riding or riding a bicycle. We shall pay up to the limit of S\$10,000/- per employee and S\$100,000 in the aggregate.

Provided also that any payment made under this Extension is subject to the employee subrogating to the Company his rights of action against any third party tortfeasor who is liable for the injury to the said employee, to the extent of the losses incurred by the Company under this extension.

To this extent the employee shall consent to his name being used by the Company to mount a claim against the Third Party.

Subject otherwise to the terms, conditions and exceptions of the policy.

3) Additional Exceptions and Conditions

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 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
2. 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:

1. 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.
2. 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.

GENERAL EXCLUSIONS

The following general exclusions apply to all Sections of this Policy:

This Policy does not cover:

1. Loss resulting from disappearances or shortage revealed at any periodic stock-taking.
2. Loss resulting from shortages in the supply or delivery of materials to or by You.
3. The cost of rectifying defective materials or workmanship but this exclusion shall not apply to other property insured under this Policy lost or damaged in consequence of such defective materials or workmanship.
4. The cost of normal upkeep or normal making good.

Sonic Boom Exclusion

This Policy excludes loss or damage directly occasioned by pressure waves caused by aircraft and aerial devices travelling at sonic or supersonic speeds.

GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of this Policy:

1. CONDITION PRECEDENT TO LIABILITY

- a) In so far as it is not prohibited by the legislation You shall at all times observe, comply and fulfil the terms provisions conditions and endorsements of the Policy.
- b) The truth of the statements and answers in the application shall be basis of this Contract.

- c) Every notice or communication to be given or made under this Policy shall be delivered in writing to Us.

2. ACQUISITION

If Notice of Acquisition as regards the Insured's Situation is issued by the relevant Government Authorities at any time before or after the issuing of this Policy, insurance will cease to attach on the date whichever the later and We shall refund to You a rateable proportion of the premium for the remainder of the Policy.

3. ALTERATION

We shall not be liable if:

- a) the trade or manufacture carried on be altered or the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage;
- b) the building insured or containing the property insured becomes unoccupied and so remains for a period of more than 30 consecutive days;
- c) the property insured be removed to any building or place other than that in which it is herein stated to be insured;
- d) the interest in the property insured passes from You otherwise than by will or operation of law;
- e) the business be wound up or carried by a Liquidator or Receiver or permanently discontinued.

4. ARBITRATION

All disputes or differences under this Policy shall be referred to Arbitration in accordance with the Arbitration Act (Chapter 10) or any statutory re-enactment thereof. The making of an Award by an Arbitrator or Arbitrators as herein before specified shall be a condition precedent to any right of action against the Company.

5. ASSIGNMENT

This Policy is not assignable and We shall not be effected by notice of any trust charged lien assignment or other dealing with this Policy.

6. AVERAGE

If the property hereby insured under Section 1 (Commercial All Risks) and Section 7 (Fire & Extraneous Perils) shall at the happening of any loss or damage be collectively of greater value than the sum insured thereon, You shall then be considered to be responsible for the difference or shall bear a rateable proportion of such loss which the said difference bears to the total value of the property insured.

For Work Injury Compensation, please refer to Average Condition under Section 9.

7. BREACH OF PREMIUM WARRANTY

It is a condition precedent that this Policy is issued on the basis that You have never had any insurance (for the risk insured) cancelled due solely to or in part to a breach of premium payment warranty in the last 12 months.

8. CANCELLATION NOTICE

We may cancel this Policy by giving 14 days' written notice by registered letter to You at your last known address and in such event We will return to You the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of S\$100 plus the prevailing GST rate by you.

This Policy may be cancelled at any time by You giving 7 days' written notice to Us and provided no claim has arisen during the period which the Policy had been in force You shall be entitled to a return premium subject to a minimum premium payment of S\$100 plus the prevailing GST rate by You and subject to any adjustment of premium required by the terms or conditions of this Policy.

9. CLAIMS PROCEDURE

If loss or damage occurs and / or any incident which may result in a claim:

- a) notify Us immediately and provide full details in writing as soon as possible, including a claim in writing for the loss or damage containing as particulars an account as may be reasonably practicable, of all the several articles or items of property damaged or destroyed and the amount of the loss or damage thereto respectively, having regard to their value

at the time of the loss or damage, not including profit of any kind;

- b) send to Us without delay any letter of claim, writ, summons or other legal document served on You;
- c) notify the police immediately if the loss or destruction or damage is caused by thieves, vandals or malicious persons and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property;
- d) give all necessary information and assistance that We may require and at Your own expense provide all the detailed particulars and evidence regarding the cause and amount of the loss destruction or damage as We may require;
- e) Not admit liability or make an offer or promise of payment without Our written consent;
- f) Take immediate action to minimize loss and to prevent further loss damage or bodily injury;
- g) declare to Us particulars of all other insurances, if any;

You shall also, at all times at Your expense produce, procure and give to Us all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by or on Our behalf together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

10. CONTRIBUTION

If at the time of any loss under this Policy there be any other subsisting insurance or insurances whether effected by You or by any other person or persons covering such loss or any part thereof We shall not be liable to pay or contribute more than its rateable proportion of such loss.

11. DUTY OF CARE

You are to take all reasonable precautions to prevent loss, damage or accidents including:

- a) selection and supervision of employees;
- b) the securing of all doors and windows and other means of entry;
- c) compliance with all statutory obligations;
- d) maintenance of the buildings in a good and substantial state of repair;
- e) keeping proper record of all money, business books and accounts.

12. DUTY OF DISCLOSURE

Before entering into this contract you have a duty to disclose to Us every matter known to you, or which you could reasonably be expected to know, that is relevant to our decision to accept the risk and issue this Policy and if so, on what terms.

You have the same duty to disclose those matters to us before each renewal, extension, endorsement, or reinstatement of this Policy.

If you fail to comply with the Duty of Disclosure, we may be entitled to refuse claim under this Policy or cancel this Policy. If the non-disclosure is fraudulent, we may cancel this Policy from inception.

13. FRAUDULENT CLAIMS

If the claim be in any respect fraudulent, or if any false declaration be made or used to support thereof, 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 the loss or damage be occasioned by the wilful act, or with your connivance, or if the claim be made and rejected and an action or suit be not commenced within 3 months after such rejection, all benefits under this Policy shall be forfeited.

14. INTERPRETATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached shall bear such specific meanings wherever they may appear.

15. MISDESCRIPTION

If there is any material misdescription of the business or premises to which this insurance refers or any misdescription as to any fact material to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Policy.

16. OBSERVANCE OF TERMS AND CONDITIONS

The observance and fulfilment of the terms of this Policy by you are condition precedent to any of our liability to make any payment under this Policy.

17. PRECAUTIONS

You shall take all reasonable precautions to avoid and minimise injury, loss or damage and to comply with all the statutory obligations and By-laws or regulations imposed by any Public Authority for the safety of persons or property.

18. SUBROGATION

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

19. TIME LIMITATION

In no case, whatever shall We be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

If a claim be made and rejected and an action or suit be not commenced within six months after such rejection or (in case of an arbitration taking place in pursuance of Condition 4 of this Policy) within six (6) months after the arbitrator shall have made his award all benefits under this Policy shall be forfeited.

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 the Company (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 Cover Note; or
- b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.

2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:-
 - a) the cover under the Policy, Renewal Certificate, 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) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25/- or the minimum premium applicable for the policy.
3. If the period of insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

POLICY OWNERS' PROTECTION SCHEME

This policy is protected under the Policy Owner's 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 the Company or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg)



eq

EQ Insurance Company Limited

77 Robinson Road #12-01 Robinson 77 Singapore 068896

tel (65) 6223 9433 | www.eqinsurance.com.sg

reg no. 1978-00490-N