

## Business Owners Super Suite Package Policy

WHEREAS the Insured by a signed proposal and declaration which shall be the basis of this Contract and is incorporated herein has applied to ETIQA INSURANCE PTE. LTD. (the Company) for insurance hereinafter contained and has paid or agreed to pay the agreed premium as consideration for such insurance.

The Company agrees subject to the Terms Exclusions and conditions contained herein or enclosed hereon that in respect of events occurring during the period of Insurance (or any subsequent period for which the Insured has agreed to pay and the Company has agreed to accept a renewal premium) the Company will indemnify the Insured in the manner and to the extent hereinafter provided in the various Sections of this Policy.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured or in the whole of the Total Sum Insured under each Section or such other sum or sums as may be substituted by endorsement.

### Section 1 - All Risks (Contents & Stock In Trade)

The Company will by payment or at its option by reinstatement repair or replacement indemnify the Insured up to the Sum Insured against accidental loss of or damage to the Property Insured including glass, blinds and signs belonging to the Insured or for which the Insured is legally responsible whilst contained in the Premises situated at the Location of Risk as specific in the Schedule.

#### Definition Of Glass, Blinds and Signs

Fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors for which the Insured is responsible but excluding the frames, frameworks and/or fixtures. The glass insured is considered as plain and/or tempered and or ordinary glazing quality and without embossing, silvering, lettering, bending or ornamental work of any kind.

#### Special Exclusions To Section 1

The Company will not indemnify the Insured in respect of

1. The Excess as specified in the Schedule for each and every claim arising from any cause other than Fire and lightning and Explosion
2. Consequential loss or damage of any kind including loss of market or delay
3. Loss or damage to the Property Insured due to burglary housebreaking or theft unless such offences are accompanied by actual forcible and violent entry into or exit from the Premises or any attempt thereat
4. Loss or damage caused by or arising from:
  - a) Any unexplained loss, mysterious disappearances and/or shortage of the Property Insured discovered during inventory check
  - b) Fraud or dishonesty of the insured's agents or employees, trick device or other false pretence
  - c) Shoplifting and/or pilferage
  - d) Gradually operating causes such as but not limited to wear and tear, denting, scratches, rust, 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, fading, tree roots, evaporation, change in flavour, colour, temperature, humidity or texture

- e) 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
- f) Mechanical or electrical breakdown or derangement of machinery or equipment
- 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
- h) The cessation, interruption or retarding of any process or operation or work whether total or partial
- i) Latent defect, faulty workmanship, structural defects or faulty design
- j) False programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media and loss of information caused by magnetic fields
- k) Loss, damage or expense recoverable under the maintenance agreement(s) or which would be so recoverable but for a breach of the insured's obligation under the maintenance agreement(s)
- l) Vermin, insects, termites, scratching, denting, chipping or defacing
- m) Animals, livestock and plants
- n) Delay confiscation or detention by Customs House or by other officials or authorities
- o) Whilst being transported by rail road sea (including loading and unloading)
- p) Whilst the premises are left without an inhabitant actually in them If the premises have been so left for a continuous period exceeding thirty (30) consecutive days and nights unless written consent has been obtained from the Company

## **5. Loss or damage to:**

- a) Gold, silver, platinum or other precious metals and alloys, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur
- b) Articles of a brittle nature unless such damage arises from fire or burglary
- c) Currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, postal orders, money orders, 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 (except as provided under the Policy), sculptures, rare books, plans, patterns, moulds, models or designs
- d) The cost of lettering painting embossing silvering or other ornamental work, breakage of or damage to neon/advertising signs
- e) Electrical equipment or wiring caused by electrical current (other than by lightning) but the Company shall be liable for other damage insured by this Policy and resulting from such cause
- f) Watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers
- g) Records, films or tapes other than by Fire or Theft (and then only for the value as unused materials)
- h) Accessories and spare parts unless the machine and/or equipment is stolen at the same time
- i) Property away from the Premises except as provided otherwise in this Section
- j) Property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments but the Company shall be liable for other damage insured by this Policy and resulting from such cause

- k) Property (except signs) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or re-sited including related materials and supplies
  - l) Empty premises and property contained therein awaiting or undergoing demolition
  - m) Explosives
6. Property which at the time of the happening of such destruction or damage is insured by or would but for the existence of this Policy be insured by any Marine Policy or Policies except In respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected

## **Extensions To Section 1**

### **1. Alterations and Repairs**

Workmen are allowed in on or about the Premises herein referred to carry out minor alterations and repairs without prejudice to the terms of this Policy.

### **2. Architects' Surveyors' and Consultant Engineers' Fees**

This Section extends to include Architects' Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized under the scale of the various institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder) provided that the liability for such destruction or damage and fees shall not in the aggregate exceed \$5,000.

### **3. Automatic Seasonal Increase of Sum Insured (*Not applicable to Business Owner Super Suite Office*)**

The coverage for stock-in-trade under this Section shall be automatically increased by 25% during the two (2) weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day (published public holidays), provided that the liability under this extension shall not exceed \$100,000 in the aggregate.

### **4. Glass, Blinds and Signs**

This Section extends to cover the damage at the premises insured to:

- i. any external glass (including polycarbonate shop fronts) except glass described in the Exclusions to this extension
- ii. Property, insured under Section 1, within any display windows caused by breakage of any glass
- iii. fixed plate glass (including interior showcases and mirrors) inside the Premises up to a value not exceeding \$2,500
- iv. external signs up to a total value not exceeding \$1,500
- v. sanitary ware, if the cost of replacement has to be borne by the Insured, up to a value of \$2,500
- vi. external blinds up to a value of \$2,500
- vii. framework following breakage of fixed glass but not for the costs of preparing any claim.

The Company will also indemnify the Insured at the Premises insured for :

- a. the reasonable cost of necessary boarding up prior to the replacement of any glass insured by this extension
- b. the reasonable cost of reinstating Intruder Alarm Systems damaged as a result of glass breakage covered under this extension.

For the purposes of this extension glass will also mean any glass substitute material

This extension shall exclude loss or damage resulting from:

- a. breakage or Damage arising:
  - i) from repairs or alternations to the Premises

ii) in Unoccupied Premises

- b. glass which was in any way defective at the time cover was effected
- c. breakage or Damage to any glass or sanitary ware comprising samples or display materials held in connection with the Business
- d. wear, tear, depreciation, loss of use, scratching, rust or other gradually operating cause, mechanical or electrical breakdown and additionally in respect of electrical signs:
  - i) Damage to tubes unless the surrounding glass or perspex is fractured at the same time
  - ii) Damage arising from repair, removal or erection
- e. chipping or cracking of sanitary ware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

#### 5. **Cost of Alternative Accommodation**

The Company will indemnify the Insured for the cost of alternative accommodation in consequence of the Premises being damaged by fire as to be rendered uninhabitable during the period necessary for the repair of the Premises subject to a limit not exceeding \$5,000 in the aggregate.

#### 6. **Cost of Recompiling Records and Claims Preparation**

This Section extends to cover

- 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 the Insured for producing and certifying any information as may be required by the Company under the terms of General Condition 7 of this Policy.

Provided that the Company's liability under this extension shall not in the aggregate exceed \$500.

#### 7. **Cost of Temporary Protection**

This Section extends to cover the cost of temporary protection necessarily and reasonably incurred by the Insured for the safety and protection of the Premises pending repairs/replacement of damage up to a limit of \$2,500.

#### 8. **Curios and Works of Art**

This Section extends to cover loss of or damage of curios and works of art whilst contained in the Premises as specified in the Schedule up to a limit of \$2,000.

#### 9. **Deterioration of Stocks (Only applicable to Business Owners Super Suite Pub & Restaurants)**

The Company will indemnify the Insured up to a limit of \$5,000 in any one Period of Insurance for loss of or damage or deterioration of stock in trade kept in refrigeration units whilst contained in the Premises 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

#### **Proviso**

The Insured 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. The basis of settlement for any claim falling under this Extension shall be the cost price of the goods

This extension shall exclude loss or damage resulting from:

- i) A time excess of nine (9) hours each and every claim
- ii) Deliberate act of any power supply authority
- iii) The withholding or restricting of power by such authority
- iv) Deliberate act or neglect of the Insured or member of the Insured household or Business staff or any servant of the Insured
- v) Refrigeration units which are greater than six (6) years old
- vi) Consequential loss of any kind
- vii) The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments
- viii) Loss or damage arising from faulty packing or storage inherent defects contamination or disease
- ix) Faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Company

**10. Electrical Installation (4B)**

Loss or damage by fire to the electrical appliances and installation insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity (lightning included) is covered subject to the terms and conditions of this Section, but is expressly understood that no liability exists under this Section 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. Employees' Personal Effects**

This Section extends to cover the loss of or damage to the clothing and/or personal effects of employees, the amount of indemnity under this extension being limited to \$250 any one loss and \$500 in the aggregate.

**12. Fire Brigade Charges and Fire Extinguishing Expenses**

This Section extends to cover fire brigade charges and the cost of replenishment of fire fighting appliances provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the Premises of the property insured by this Section or immediately threatening to involve such property and shall not in the aggregate exceed \$1,000.

**13. Hire Purchase or Leasing**

It is hereby declared and agreed that the Hire Purchase Company or Lessors named in the Schedule (hereinafter referred to as the Owners) are the owners of the Property Insured and that the Property Insured is the subject of a Hire Purchase or Leasing Agreement made between the Owners of the one part and the Insured of the other part.

It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under this Section shall be made to the Owners of the Property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is also understood and agreed that notwithstanding any proviso in the Hire Purchase or Lease Agreement to the contrary this Section is issued to the Insured named in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Section.

It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Section without the prior consent in writing of the Company.

#### 14. **Leased Property**

This Section extends to indemnify any other party having an Interest In the Property Insured by virtue of and in accordance with the terms of a Mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically insured.

#### 15. **Removal of Debris**

This Section extends to cover costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Property Insured as a result of an Insured loss or damage provided that such costs or expenses

- a) Are not recoverable from any other policy of Insurance
- b) Shall not include costs of removing, nullifying or cleaning up, seeping, polluting or contaminating substances and
- c) Shall not in the aggregate exceed \$5,000.

#### 16. **Replacement Value Clause (*Not applicable to stock in trade and/or merchandise*)**

In the event of the Property Insured under this Section being lost destroyed or damaged the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the Property Insured when new, subject to the following:

- a) The sum insured should at all times represent the new replacement value
- b) The Property Insured is not obsolete.

#### 17. **Riot Strike and Civil Commotion**

This Section is extended to cover loss of or damage to the Property Insured consequent upon riot, strike and civil commotion provided that the loss of or damage to the Property Insured does not arise out of or in connection with the insured's collaboration, participation or provocation of any such act or if such act could reasonably have been avoided by the Insured.

#### 18. **Sprinkler Leakage**

This Section extends to cover Sprinkler Leakage, which shall mean destruction or damage caused by water accidentally discharged or leaking from the Automatic Sprinkler Installation, provided that the leakage is not a 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 the neglect of the Insured
- 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 the Insured is aware or ought to be aware

#### 19. **Temporary Removal**

This Section extends to cover loss of or damage to machinery plant and equipment whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the Republic of Singapore.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description nor as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed, to motor vehicles and motor chassis and property (other than machinery and plant) held by the Insured in trust.

The Company's liability under this extension shall not in the aggregate exceed \$5,000.

#### **20. Tenants' Improvement**

This Section extends to cover the insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount, which the Insured may be able to recover from the owner of the building.

#### **21. Theft Inclusion**

This Section extends to cover theft of the Property Insured during and/or after the occurrence of a fire or other perils covered under this Section, but excludes theft by employees.

#### **22. Theft of Keys**

This Section extends to cover the cost of replacing locks and keys to the Building, Intruder Alarm Systems, safes, strongrooms or tills up to \$1,000 any one period of insurance provided that:

- a. the original keys were stolen from the Buildings or the private residence of the Insured or any authorised Employee
- b. keys not left in the Buildings, other than any private residential portion of the Buildings, when closed for Business nor in an unattended room during Business Hours unless locked in a safe, cupboard or drawer.

#### **23. Theft Damage to Buildings**

This Section is extended to cover any resultant damage to the Buildings for which the Insured is legally responsible arising out of theft or attempted theft involving entry to or exit from the Buildings by forcible and violent means.

#### **24. Contract Price**

In respect of Stock sold but not delivered, for which the Insured is responsible, subject to a sale contract, which following insured Damage is cancelled due to the contract conditions wholly or to the extent of the Damage, the Company's liability will be based on the contract price.

#### **25. Exhibitions**

This Section is extended to cover damage to Trade Contents and Stock, whilst in any buildings being used for an exhibition anywhere within the Republic of Singapore, and whilst In Transit to and from the exhibition premises but excluding Theft from any unattended vehicles, subject to a maximum limit of \$2,500 any one loss unless a higher amount is specified on the schedule.

#### **26. Terrorism**

Notwithstanding item 7 under Additional Clauses, this Section is extended to cover against terrorism up to a limit of \$10,000 but excluding loss of or damage resulting directly or indirectly from, attributed to or accelerated by the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause

- a) Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- b) Utilization of Nuclear weapons of mass destruction means the use of any explosives, nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## **Section 2 - Business Interruption**

### **Sub Section A - Business Interruption**

The Company will indemnify the Insured up to the amount as specified in the Schedule any one claim and in the aggregate if there is total interruption or interference with the Business at the insured premises as a result of loss or damage by the perils insured as described in Section 1 (hereinafter termed Damage), provided the happening of such event causes interruption or interference to the insured's Business to the extent of preventing the Insured from conducting their normal business operations at the Location of Risk.

The amount of the compensation shall be calculated at the specified amount per day for a maximum of 100 days or for such shorter period actually taken to restore the insured's Business to the pre-loss operational level, whichever is the lesser.

The Company shall not be liable for any loss insured by this Section for all claims unless the interruption or interference exceeds a continuous period of 24 hours and the liability of the Company under this Section shall apply only to such period in excess of 24 hours.

### **Sub-Section B – Non-Production Machinery and Computer Breakdown**

The Company will indemnify the Insured up to the amount as specified under sub section A - Business Interruption for loss of Income, as calculated under Sub Section A, as a result of loss or damage by the perils insured as described in Section 8 – Non-Production Machinery and Equipment Breakdown (hereinafter termed Damage), provided the happening of such event causes interruption or interference to the insured's Business to the extent of preventing the Insured from conducting their normal business operations at the Location of Risk in consequence of Damage to Insured Plant insured under Section 1 for which the Company has admitted liability under Section 8 – Non-Production Machinery and Equipment Breakdown but not the cost of preparing any claim.

### **Limit of Liability - Sub Section B - Non-Production Machinery and Computer Breakdown**

The liability of the Company under this Sub-Section for compensation during any one period shall not exceed the Limit of Indemnity shown in the Schedule for Limit of Indemnity for Section 2 - Business Interruption.



## **Extensions To Sub Section B - Non-Production Machinery and Computer Breakdown**

### **1. Additional Increase in Cost of Working**

The Company will also indemnify the Insured for Additional Increase in Cost of Working as a result of interruption of or interference with the Business carried on at the Premises in consequence of Accident to Insured Plant insured by Section 1 for which the Company has admitted liability under Section 5 but not for the costs of preparing any claim and subject to a maximum amount of \$2,500 in any one period of insurance.

### **2. Computer Operations**

The Company will pay the reasonable costs necessarily incurred in minimizing or preventing interruption or interference to the computer operations of the Insured following Accident to Computer Equipment insured by Section 1 for which the Company has admitted liability under Section 5 but not for the costs of preparing any claim and subject to a maximum amount of \$3,000 in any one period of insurance.

## **Extensions To Section 2**

### **1. Denial of Access**

Loss as insured in this Section resulting from interruption of or interference with the business in consequence of Damage (as within defined) to property in the vicinity of the premises which shall prevent or hinder the use thereof or access thereto, whether the Premises or the property of the Insured shall be damaged or not, shall be deemed to be loss resulting from Damage.

### **2. Failure of Electricity Supply**

Subject to the conditions of the Policy, loss as insured by this Section resulting from interruption of or Interference with the business in consequence of Damage (as within defined) to property at any electricity station or sub-stations from which the Insured obtain electric current shall be deemed to be loss resulting from Damage.

Provided that the Company shall not be liable for any loss under this extension unless the failure of electric current from such electricity station or sub-stations exceed a continuous period of 24 hours and our liability under this extension shall apply only to such period in excess of 24 hours.

### **3. Loss of Book Debts**

The Company will indemnify the Insured in respect of loss in consequence of the Insured being unable to trace or establish the Outstanding Debit Balances as a result of Damage (as within defined) to the Insured's books of account or other business books or records at the Premises or whilst temporarily removed elsewhere within the Republic of Singapore.

The Company will pay to the Insured the amount of loss resulting from such Damage but not exceeding:

- a. the difference between the Outstanding Debit Balances and the total of the amounts received or traced and
- b. the additional expenditure incurred with the previous consent of the Company in tracing and establishing the Outstanding Debit Balances after the Damage subject to the limit shown in the Schedule.

Excluding loss resulting from:

- a) books or records being mislaid or misfiled
- b) erasure or distortion of information on Media or other records
  - i due to the presence of magnetic flux unless such flux results from lightning
  - ii whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the machine or apparatus
  - iii due to defects in such records
- c) deliberate falsification of business records.

#### 4. **Customers**

The Company will indemnify the Insured in respect of loss resulting from the interruption of or interference with the Business in consequence of Damage at the premises of any of the Insured's customers within the Republic of Singapore in consequence of Damage (as within defined) to property, subject to the limit stated in the Schedule.

#### 5. **Suppliers**

The Company will indemnify the Insured in respect of loss resulting from the interruption of or interference with the Business in consequence of Damage at the premises of any of the Insured's suppliers, manufacturers or processors within the Republic of Singapore in consequence of Damage (as within defined) to property, subject to the limit stated in the Schedule.

#### 6. **Transit**

The Company will indemnify the Insured in respect of loss resulting from the interruption of or interference with the Business in consequence of Damage to Property used by the Insured for the Business in consequence of Damage (as within defined) to property whilst In Transit subject to the limit stated in the Schedule

#### 7. **Contagious and Infectious Disease**

This Section extends to cover actual loss suffered by the Insured at the Location of Risk directly arising from closure of the whole premises by order of a governmental authority due to the following occurrence at the Location of Risk:

1. Manifestation of illness by a person resulting from a contagious or infectious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)], an outbreak of which is required by law or stipulated by the governmental authority to be notified to them

For the specific purpose of this coverage extension:

1. The closure by order shall be continuous for at least five (5) days to constitute an occurrence.
2. The Company shall not be liable for any cost to clean decontaminate repair replace recall or checking of any property.

#### **Special Exclusions To Section 2**

The Company shall not be liable for any loss unless

- a there is in force at the time of the Damage to Property causing interruption of or interference with the Business, an insurance policy covering the interest of the Insured in the Property for the Damage suffered and
- b
  - i payment has been made or liability admitted for such Damage or
  - ii payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in the policy.

#### **Exclusions to Sub Section B – Non-Production Machinery and Computer Breakdown**

The Company will not be liable for:

- a delay in resuming operations due to the need to reconstruct or re-input data or programs on Media where the Insured has not fully complied with Condition 2 to Section 5 - Back Up Records
- b loss resulting from interruption or interference with the Business carried on at the Premises in consequence of Damage as insured by Extension 3 to Section 5.

The Company's maximum liability under this extension shall not exceed 10% of the Sum Insured specified in the Schedule.

NB: This extension is not applicable if the Insured Premises is occupied as a hospital, clinic or laboratory.

## Section 3 - Money

The Company will indemnify the Insured against Loss of Business Money in the circumstances described below by any cause whatsoever up to the respective amounts specified in the Schedule as the Limit Any One Loss.

### Safes, Strongrooms, Tills and Stamp Franking Machines

The Company will indemnify the Insured in respect of Damage to any safe or strongroom or till or any stamp franking machine, the property of the Insured or for which the Insured is legally responsible, from any cause whatsoever up to the respective amounts specified in the Schedule as the Limit Any One Loss but not for the costs of preparing any claim.

Cover description and locations	Limit of liability any one loss
1 <b>Business Money</b> – other than crossed cheques, crossed money orders, crossed postal orders, credit company sales vouchers and Value Added Tax purchase invoices:	
a in the <b>Buildings</b> during <b>Business Hours</b> or whilst in a bank night	\$5,000
b in transit to and from the <b>Premises</b> whilst in the custody of the <b>Insured</b> or an authorised <b>Employee</b> , but this does not cover <b>Business Money</b> whilst in the possession of <b>Employees</b> delivering or collecting <b>Business Money</b> other than to or from the <b>Premises</b> and the <b>Insured's</b> bank unless specified by Endorsement on the Schedule	\$5,000
c whilst at the private residence of the <b>Insured</b> or any authorised	\$500
d in the <b>Buildings</b> whilst left unattended or outside <b>Business Hours</b> and not secured in a locked safe	\$500
e in the <b>Buildings</b> whilst left unattended or outside <b>Business Hours</b> and secured in a locked unspecified safe	\$2,500
f in the <b>Buildings</b> whilst left unattended or outside <b>Business Hours</b> and secured in a specified safe, if noted on the Schedule	Operative Only If Shown As Such In The Schedule
g in coin-operated machines at the <b>Premises</b> , if noted on the Schedule	Operative Only If Shown As Such In The Schedule
h in automated teller machines (ATMs), if noted on the Schedule	Operative Only If Shown As Such In The Schedule
2 Crossed cheques, crossed money orders, crossed postal orders and credit company vouchers	\$25,000
3 Safes, strongrooms, tills and stamp franking machines	Cost of repair or replacement

### Definitions

**Money** means cash, bank notes, currency notes, cheques, postal orders, money orders, bankers' drafts or current unused postage stamps all belonging to the Insured.

**Business Hours** means the period during which the insured's business premises are actually occupied for business purposes and during which the Insured or his employees entrusted with money are in the Premises situated at the Location of Risk.

**Safe** means fire and theft resistant safes.

### **Special Exclusions To Section 3**

This Section does not cover

1. Loss of or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured unless covered under Section 11 of this policy or any other policy of fidelity guarantee insurance.
2. Loss as a result of shortages due to clerical or accounting errors or omission or due to depreciation in value or to the use of counterfeit money
3. Loss from an unattended vehicle
4. Money contained in any coin operated machines or automated teller machines (ATMs) unless specified as an item on the Schedule
5. Loss occurring outside the Republic of Singapore
6. Loss of Money entrusted to professional carriers or to any person other than the Insured and/or employees authorized by the Insured
7. Loss of Money from locked safes/drawers/ cabinets/cash registers following the use of the keys or combination numbers or any duplicate thereof unless such keys have been obtained by threats or violent means
8. Loss or damage caused by burglary housebreaking or theft unless such offences are accompanied by actual forcible and violent entry into or exit from the premises
9. Any consequential loss whatsoever
10. Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
11. Loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

### **Special Conditions To Section 3**

1. The Insured shall keep a daily record of the amount of cash and/or bank notes contained in the said safes/drawers/cabinets/ cash registers and that shall be deposited in a secured place other than the said safes/drawers/cabinets/cash registers and shall be produced as documentary evidence in the event of a claim arising hereunder.
2. when the Buildings or any room in which Business Money is kept is left unattended all keys and duplicate keys to the locked safes/strongrooms/tills/drawers/cabinets/cash registers/Intruder Alarm Systems and record of the combination numbers must be held in the personal custody of an authorised person and removed from the unattended Buildings or such room.

### **Warranty Applicable To Section 3**

#### **1 Money Transit Warranty**

It is warranted that all transits of Money, where the amount carried is \$ 3,000 or more but no more than \$ 5,000 at any one time, must be undertaken by at least 2 able-bodied adult Employees together.

### Extensions To Section 3

#### 1. Automatic Increase of Sum Insured

The respective amount specified in the Schedule as the Limit Any One Loss under this Section shall increase automatically by 50% for three (3) days running consecutively and immediately following Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day (published public holidays). The liability under this Section including the automatic increase shall not exceed \$15,000 in the aggregate.

#### 2. Riot Strike and Civil Commotion

This Section is extended to cover loss of or damage to the Property Insured consequent upon riot, strike and civil commotion provided that the loss of or damage to the Property Insured does not arise out of or in connection with the insured's collaboration, participation or provocation of any such act or if such act could reasonably have been avoided by the Insured.

#### 3. Malicious Attack

This Section extends to cover up to two (2) employees of the Insured within the age limit of sixteen (16) and seventy (70) years inclusive should they sustain bodily injury caused by armed robbery/hold-up or any attempt thereat arising out of and in the course of employment and which injury shall solely and independently of any other cause result in the employee's death or disablement the Company will subject to the terms exclusions conditions and provisos of this Section pay to the Insured compensation in accordance with the Table of Benefits up to a maximum Sum Insured of \$10,000 per employee.

Table of Benefit	Sum Insured (Per Employee)
(a) Death occurring within 12 calendar months of the happening of the physical Injury	\$10,000
(b) Loss of Limbs or Eyes occurring within 12 calendar months if the happening of the Physical Injury.	\$10,000
(c) Permanent Total Disablement occurring within 12 calendar months if the happening of the Physical Injury.	\$10,000
(d) Temporary Total Disablement (payable up to a maximum of 104 weeks)	\$100 per week
(g) Incurred medical expenses	\$250 maximum limit per occurrences
(h) Damage to clothing or Personal Effects	\$500 per person

All the above occurring within three (3) months of bodily injury as aforesaid.

#### Special Provisos To Extension 3

- a) No employees of the Insured shall be entitled to compensation under more than one of the benefits a, b or c In the Table of Benefits in respect of the same accident or of the same period of time. No further liability in respect of any one employee to make any payment shall attach to the Company after a claim under any one of the Benefits has been admitted and become payable.
- b) No benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.
- c) All sums under benefit (d) shall be deducted from any sum which may subsequently be paid under benefits a, b or c in respect of the same Physical Injury
- d) Upon payment of any claim under benefits a, b or c all further liability of the Company shall cease in respect

of that person.

### Special Conditions To Extension 3

- a) All certificates information and evidence required by the Company shall be furnished at the expense of the insured's employee or his legal personal representative and shall be in such nature as the Company may prescribe.
- b) The insured's employee as often as required shall submit to medical examination on behalf of the Company at its own expenses in respect of any alleged bodily injury. The Company shall in case of the death of any of the insured's employee be entitled to have a post mortem examination at its own expense.

## Section 4 - Personal Accident

The Company will pay to the Insured Person or his legal representatives compensation as set out in the Table of Benefits should the Insured Person sustain bodily injury caused by violent accidental external and visible means and within twelve (12) months from the date of accident shall solely and independently of any other cause result in the Insured Person's death or disablement.

### Definitions

**Insured Person(s)** means the respective person(s) named in the Schedule as Insured Person(s).

**Policyholder** means the person(s) or entity named in the Schedule under whose name the Policy has been issued and who acts on behalf of the Insured Person(s) in making the Declarations, which forms the basis of this Contract.

**Accident or Accidental** means an event, which is sudden, unforeseen or unexpected.

**Bodily Injury** means injury resulting solely and directly from violent accidental external and visible means and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

### Classification of Insured Persons

Class I Persons engaged in professional, administrative, managerial, clerical and non-manual occupation generally.

Class II Persons engaged in work of a supervisory nature and occasionally engaged in manual work.

Class III Persons engaged in manual work not of particularly hazardous nature but involving use of tools or machinery.

**Capital Sum Insured** means the Sum Insured for Accidental Death.

**Permanent Total Disablement** means a state of incapacity resulting from bodily injury which entirely prevents the Insured Person from attending to any occupation or profession and having lasted a continuous period of at least 104 weeks and beyond any reasonable hope of improvement.

**Loss** means total permanent and irrecoverable loss of use or by physical severance.

**Loss of Sight** means physical loss of an eye or total and irrecoverable loss of sight.

**Loss of Speech or Hearing** means medically certified total and irrecoverable loss of the sense of speech and hearing.

**Loss of Limb** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**Loss of Fingers or Toes** means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

**Loss of Use** means loss in terms of physical incapacity or disability and not in terms of professional or occupational incapacity or disability of the Insured Person.

**Pre-existing Conditions** means an 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 .

**Occupation** means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is, fitted to do by knowledge and/or training.

**Specialist** means a registered medical practitioner whose practice, by virtue of advanced training and specific examination, is limited to a particular branch of medicine or surgery.

**Registered Medical Practitioner** means a person qualified by degree in western medicine and duly licensed or registered to practise medicine and surgery in the geographical area of his practice, and who in rendering such services is practising within the scope of his licensing and training but excluding a Medical Practitioner who is the Insured Person or the spouse, relative or employee of the Insured Person.

**Hospital** means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as bed paying patients, and which

- a) Has facilities for diagnosis and major surgery
- b) Provides twenty-four (24) hours a day nursing services by registered graduate nurses
- c) Is under the supervision of a physician, and is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

#### **Special Exclusions To Section 4**

The Company will not pay any benefit if the Insured Person sustains bodily injury:

1. Whilst flying or engaging in other aerial activities except as a fare-paying passenger in any fully licensed passenger carrying aircraft and not as a member of the crew nor for the purpose of any trade or technical operation in or on the aircraft.
2. Whilst engaging in or practising for or taking part in mountaineering or rock climbing involving the use of ropes, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, polo, motorcycling (whether as driver or passenger), motor rallies or any kind of racing other than on foot.
3. Whilst engaging in or practising for or taking part in any games or sports in a professional capacity.
4. Whilst engaging or taking part in naval or military or air force or police or civil defence services or operations other than peace time reservist training within the Republic of Singapore.
5. Whilst engaging in illegal acts by the Insured Person or an Insured Person's beneficiary.
6. As a result of intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, insanity, venereal disease or AIDS, childbirth or pregnancy, abortion, miscarriage or any complication thereof.

7. As a result of being under the influence of intoxicating liquor or of having taken a drug unless it is taken or administered on proper medical advice and is not for the treatment of drug addiction.
8. As a result of, or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.
9. As a result of, or is contributed by, any medical condition, pre-existing conditions, physical defect or infirmity.
10. Requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy.
11. Requiring cosmetic (aesthetic), plastic or reconstructive surgery/treatment or any treatment, which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an event covered by the Policy.

## Benefits

Benefit (1) - Accidental Death

Benefit (2) - Permanent Disablement (as per Table of Benefits below)

Table Of Benefit		
Description Of Disablement	The Compensation	
1. Accidental Death	The Capital Sum Insured	
2. Permanent Disablement Resulting From	Percentage Compensation	Of On
Total loss of one or two limbs between shoulder and wrist or hip and ankle	100%	
Total loss of both hands or of all fingers and both thumbs	100%	
Total loss of all sight in one eye or both eyes	100%	
Loss of sight in one eye except perception of light	50%	
Loss of lens of one eye	50%	
Loss of four fingers and thumb of one hand	50%	
Loss of four fingers of one hand	40%	
Loss of thumb	25%	
	10%	
Loss of one finger	10%	
	5%	
	3%	
Loss of all toes on one foot	15%	
Loss of great toe	5%	
Loss of any other toe	2%	
Loss of hearing	75%	
	20%	
Loss of speech	50%	

Permanent total loss of use of member shall be treated as total loss of member.

In the event of permanent disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured Person.



The aggregate of all percentages payable in respect of any one accident shall not exceed 100% of the Capital Sum Insured.

#### **Special Provisos To Section 4**

1. Compensation shall not be payable under Benefit (1) and (2) unless death or disablement occurs within twelve (12) calendar months from the date of injury.
2. The aggregate of all benefits payable in respect of Benefit (1) and (2) in any one period of Insurance shall not exceed 100% of the Capital Sum Insured.
3. 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 injury.
4. No Insured Person shall be entitled to compensation under both Benefit (1) and (2) in respect of the same period of time.

#### **Extensions To Section 4**

##### **1. Disappearance**

This Section extends to cover disappearance of the Insured Person if the body of the Insured Person has not been found within one (1) year after the date of disappearance following sinking or wrecking of the conveyance in which he was travelling at the time of the injury and under such circumstances as would otherwise be covered hereunder the disappearance of the Insured Person shall be considered as constituting a claim under Benefit (1) of this Section provided that if at any time after payment has been made by the Company in settlement of such a claim the Insured Person is found to be living any sum so paid by the Company shall be refunded forthwith.

##### **2. Riot Strike Civil Commotion Hijack Murder and Assault**

Death or disablement sustained by the Insured Person as a result of riot, strike, civil commotion, hijack, murder and assault shall be deemed to be injury sustained by the Insured Person provided that such injury does not arise out of or in connection with the Insured Person's own participation, collaboration or provocation of such act.

For the purpose of this extension, hijack shall mean any seizure or exercise of control by force or violence or by threat of force or violence and with wrongful intent, of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

##### **3. Suffocation By Smoke Poisonous Fumes Gas or Drowning**

Death or disablement sustained by the Insured Person as a result of suffocation by smoke, poisonous fumes, gas or drowning shall be deemed to be injury sustained by the Insured Person provided that such injury does not arise out of the Insured Person's own wilful and intentional act.

#### **Special Conditions To Section 4**

##### **1. Claims Procedure**

Written notice shall be given to the Company as soon as possible and in any event within one (1) calendar month of the occurrence of any bodily injury, which may give rise to a claim under this Section.

All certificates information and evidence required by the Company shall be supplied free of expense to the Company in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim.

The Company shall in the case of death of the Insured Person be entitled to have a post-mortem at its own expense.

## 2. **Change of Occupation**

In the event of any alteration in the occupation of the Insured Person, the Insured shall give immediate written notice to the Company and shall pay additional premium if required by the Company.

## 3. **Age Limit**

This Section shall not cover persons under the age of sixteen (16) years or over the age of seventy (70) years.

## 4. **Termination of Cover**

The Company's liability will cease to attach under this Section on the attainment of the age limit specified in this Section or the

Insured Person's entry into full-time military, naval, air, police or national service.

## 5. **Renewal Procedure**

Before renewing this Policy the Insured shall give written notice to the Company of any change in material fact affecting this insurance, which has come to the insured's knowledge during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting the Insured Person.

## 6. **Misrepresentation**

This Section shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Insured material to or in connection with:

- a) The health of the Insured Person, and in particular
  - i) Whether the Insured Person is suffering from a disease, illness, disability or handicap or
  - ii) Whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap
- b) The Insured Person's previous risk experience and claim history
- c) The Insured Person's insurance record, including previous insurance refusals

The Insured shall forthwith, or within such time as the Company may in writing allow, deliver in writing a statement containing as particulars all such information thereof as may be required. No statement by the Insured under this Policy shall be acceptable to and binding on the Company unless the terms of this condition have been fully complied with.

## **Section 5 – Public Liability**

The Company will indemnify the Insured against

### 1. All sums which the Insured shall become legally liable to pay for compensation in respect of

- a) accidental bodily injury to or illness of any person
- b) accidental loss of or damage to property

happening during the Period of Insurance and occurring within the Republic of Singapore in connection with the insured's Business

### 2. All costs and expenses

- a) recovered by any claimant against the Insured
- b) incurred with the written consent of the Company

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

## Limit Of Indemnity

The liability of the Company under this Section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity.

## Jurisdiction Clause

The Indemnity shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.

## Special Exclusions To Section 5

The indemnity expressed in this Section shall not apply to

1. Liability in respect of bodily injury illness loss or damage to any property which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
2. Liability assumed by the Insured by agreement unless such liability would have attached notwithstanding such agreement
3. Liability in respect of bodily injury to or illness of any person under a contract of service or apprenticeship with the Insured where such bodily injury arises out of and in the course of the service or apprenticeship of such person by the Insured
4. Liability In respect of loss of or damage to property
  - a) belonging to the Insured
  - b) in the charge of or under the control of the Insured or any servant or any agent of the Insured
  - c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work
  - d) caused by or in connection with or arising from the bursting of any pressure part of
    - i) any steam boiler or any economizer
    - ii) any vessel or apparatus (other than any steam turbine or other steam-driven machinery) intended to operate under steam pressurebelonging to or under the control of the Insured or any servant or agent of the Insured
5. Liability in respect of
  - i) bodily injury illness loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
  - ii) Injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid
6. Liability In respect of bodily injury illness loss or damage caused by or in connection with or arising from
  - a) the ownership possession or use by or on behalf of the Insured 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
  - b) any vessel or craft owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
  - c) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible

- d) any commodity article or thing manufactured supplied repaired altered treated serviced sold distributed by or to the order of the Insured
  - e) accident to any vessel or craft whether or not in consequence of the condition or unsuitability of any berth dock or mooring
  - f) defective sanitary arrangements or poisoning of any kind of foreign or deleterious matter in food or drink
  - g) defective materials or workmanship
  - h) any fines or penalties imposed upon or any punitive or exemplary damages awarded against the Insured
7. Liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment given or administered or omitted by the Insured or any person acting on behalf of the Insured
8. Liability directly or indirectly occasioned by or through or In consequence of seepage pollution and contamination

## **Extensions To Section 5**

### **1. Advertising and Neon Signs**

This Section extends to indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation for bodily injury or property damage arising from accidents in connection with the insured's advertising and neon signs located anywhere in the Republic of Singapore.

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

Provided always that the Company's liability as aforesaid shall in no case exceed \$100,000 in the aggregate.

### **2. Defective Sanitary Installation**

This Section extends to indemnify the Insured in respect of claims for illness or other bodily injury caused or alleged to have been caused by defective sanitary installation; provided such defect is due to a sudden, unintended and unexpected happening during the Period of Insurance.

It is further noted and agreed that this extension does not cover any liability for

- (a) the cost of removing, nullifying or cleaning up the seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance
- (b) all fines, penalties, punitive or exemplary damages.

### **3. Director(s) and Non Manual Executives on Travel**

This Section extends to cover the legal liability of Director(s) and Non Manual Executives normally residing in and travelling from the Republic of Singapore on overseas business trip (excluding USA and Canada).

### **4. First Aid Facilities**

This Section extends to cover the legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

### **5. Food and Drinks (Only applicable to Business Owners Super Suite Office, Education, Retail, Light industries and Pub & Restaurants)**

This Section extends to include the insured's legal liability for bodily injury or illness directly caused by food or drinks poisoning due to the presence of deleterious matter in such food or drinks or the defective container of such food or drinks supplied by the Insured and happening at the insured's Premises as specified in the Schedule.

Provided always that this extension is given on the expressed condition that the Company shall not be liable unless the Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

The liability of the Company under this extension in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during any one Period of Insurance shall not exceed the limit as stated below for the respective package:

- \* Limit applicable to Office, Education, Retail & Light Industries Packages - \$100,000
- Limit applicable to Pub & Restaurants Package Only - \$250,000

**6. Guests' Effects**

This Section extends to cover the legal liability of the Insured in respect of loss of or damage to personal effects belonging to the insured's guests up to a limit of \$250 any one event whilst held in the insured's care, custody and control and occurring at the insured's premises as specified in the Schedule.

**7. Loading and Unloading (Not applicable to Business Office Super Suite Office)**

This Section extends to cover the insured's legal liability in respect of bodily injury and/or damage to property arising out of or in the course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.

**8. Tenants' Liability**

This Section extends to cover the insured's legal liability for loss of or damage caused by or resulting from fire or explosion to building or fixtures and fittings belonging to the landlord and hired, leased or rented to the Insured. The Company shall not be liable for the first \$100 of each and every claim.

**9. Treatment Extensions - Hairdresser's Treatment Risk**

Where Hairdresser's Treatment is shown on the Schedule Section 6 if operative, are extended to indemnify the Insured as follows:

In event of accidental:

- a Injury
- b Damage to Property

occurring by or arising from a hairdressing treatment rendered by the Insured in the course of the Business during the period of insurance the Company will indemnify the Insured in respect of all sums which the Insured becomes legally liable to pay as compensation and claimant's cost and expenses, in respect of such Injury or Damage to Property, subject to the Conditions Precedent to Liability.

Limit of Liability

The liability of the Company under this Extension shall not exceed the Limit of Liability shown under Section 6 - Public Liability in respect of any one cause.

For the purposes of this cover Hairdresser's Treatment is:

The activities associated with colouring, tinting, dyeing, perming or specialist treatments to the hair or scalp, manicures and pedicures, and ear or nose piercing by stud gun method but does not include any other body or facial piercing by any method.

Conditions Precedent to Liability

## **Hairdresser's Treatment Risk Conditions**

The Company will indemnify the Insured under Section 6 provided that:

- a Hairdresser's Treatment shall not be carried out by any person with less than two years' continuous service as a hairdresser or apprentice hairdresser except under the constant and direct supervision of a fully qualified person
- b the Insured shall not use any hair dye or preparation where the makers or vendors of the dye or preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (c) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the Company shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test
- c where a particular dye or preparation has been applied by the Insured within the previous three months to an individual customer without ill effect the Insured may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the Insured shall obtain from the customer a signed disclaimer relieving the Insured from all liability for any injury or ill effects which might follow upon the use of the dye or preparation
- d at the time of sale of hair dyes or other preparations the Insured shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.

### **10. Treatment Extensions - Beauty Treatment Risk**

Where Beauty Treatment is shown on the Schedule Section 6 if operative, are extended to indemnify the Insured as follows:

In event of accidental:

- a Injury
- b Damage to Property

occurring by or arising from a beauty treatment rendered by the Insured in the course of the Business during the period of insurance the Company will indemnify the Insured in respect of all sums which the Insured becomes legally liable to pay as compensation and claimant's cost and expenses, in respect of such Injury or Damage to Property, subject to the Conditions Precedent to Liability.

#### **Limit of Liability**

The liability of the Company under this Extension Risk shall not exceed the Limit of Liability shown under Section 6 - Public Liability in respect of any one cause.

For the purposes of the Cover Beauty Treatment can include:

- i the application of cosmetics
- ii pedicures, manicures and nail extensions
- iii facials including washes, cleaning, ionisation and steaming treatments
- iv body wrapping, brushing and exfoliation and Alexander technique
- v bleaching of body hair, biochemics, application of tanning creams, sprays and oils
- vi ear or nose piercing using a stud gun
- vii cellulite treatment, colour therapy and crystal therapy
- viii eyebrow and eyelash shaping and tinting
- ix thermo auricular treatment, glycolic acid peel, light therapy, micro epidermal abrasion treatment and paraffin wax treatment

and no other unless noted on the schedule by Endorsement as specifically covered.

#### Other treatment Risks

for any other treatment Risks noted on the Schedule as operative please refer to the Endorsements on the Schedule for the Extension wording.

Provided that this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the Insured under agreement and would not have attached in the absence of such agreement.

#### Conditions Precedent to Liability

##### **Beauty Treatment Risk Conditions**

The Company will indemnify the Insured under Section 5 provided that:

- a Beauty Treatment shall not be carried out by any person with less than 6 months continuous service as a beauty therapist or an apprentice beauty therapist except under the constant and direct supervision of a fully qualified person
  - b the Insured shall not use any preparation where the makers or vendors of the preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (c) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the Company shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test
  - c where a particular preparation has been applied by the Insured within the previous three months to an individual customer without ill effect the Insured may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the Insured shall obtain from the customer a signed disclaimer relieving the Insured from all liability for any injury or ill effects which might follow upon the use of the preparation
  - d at the time of sale of preparations the Insured shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.
11. **Children/Student deemed as Third Parties (*applicable only to Business Office Super Suite Education*)**  
It is hereby declared and agreed that children and/or student under the care, custody and control of the insured whilst at the Insured's Premises shall be deemed as third parties. The liability of the Company under this Section shall not exceed the limit of S\$50,000 any one occurrence and in aggregate.

The cover page features a white background with two large, overlapping geometric shapes. On the left, a dark blue triangle points towards the right. On the right, a light grey triangle points towards the left. The text is positioned within these shapes.

# **WICI 2019 POLICY**

**APPROVED WORK INJURY  
COMPENSATION ACT 2019  
INSURANCE POLICY**



## **Section 6 – APPROVED COMPULSORY (Work Injury Compensation ACT 2019)**

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

### Compulsory terms

- 2.—(1) The compulsory terms of an approved policy for the purposes of section 26(1)(a) of the Act —
- (a) are those prescribed in Part 1 of the First Schedule; and
  - (b) includes the Schedule to the approved policy set out in Part 2 of the First Schedule, duly completed in respect of each employer insured under the approved policy and signed and dated by or on behalf of each of those employers and the insurer.
- (2) Subject to section 26(1)(b) and (3) of the Act, an approved policy —
- (a) must not commence before 1 September 2020; and
  - (b) may provide additional insurance cover for an employer’s liability to pay compensation for work injury of the employer’s employee, including such liability under common law or any other written law.
- (3) The compulsory terms may be included in the approved policy with slight variations that do not affect their substance or coverage.

### LIMIT OF LIABILITY AT COMMON LAW

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

## **FIRST SCHEDULE**

1. This policy (hereinafter called the ‘Policy’) is issued as an approved policy under the Work Injury Compensation Act 2019.

### 2. INTERPRETATION

- (1) References to “Act” in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time.
- (2) References to “the Legislation” in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.
- (3) Words used in the Policy have the meanings given by the Legislation.
- (4) References to “Terms of this Policy” mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, 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 Policy.
- (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 Policy mean death or personal injury —

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

- (i) arises out of or 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 Policy 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 "actual Annual Earnings" in this Policy 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 Policy.

(12) References to "estimated Annual Earnings" in this Policy mean an estimate of the actual Annual Earnings.

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 Policy and (b) paid or agreed to pay the premium stated in the Schedule as consideration for such insurance, this Policy 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 Policy, 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 Policy 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 Policy as though they were the Insured in so far as the Terms of the Policy can apply.

6. PROVIDED ALWAYS that —

(a) In the event of any change in the Legislation the Company reserves the right to cancel this Policy in accordance with clause 10(9) of this Policy or allow the Policy 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 or Type of Business or Job Category in the Proposal, the Company may avoid the contract and refuse all claims.

7. JURISDICTION

(1) This Policy is governed by the laws of the Republic of Singapore.

(2) The indemnity under this Policy 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 Policy 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 Policy, 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 Policy include but are not limited to the Nature and Type of the Business or Job Category required to be stated in the Schedule.

(b) clause 8(1)(a) of this Policy 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 stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category 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, 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 Policy.

(d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from —

- (i) nuclear weapons material; or
- (ii) (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)(c) of this Policy 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) In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Policy.

(2) The Policyholder warrants and shall be deemed to have the authority to enter into this Policy 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 Policy to make such declarations or disclosures as the Company requires on their behalf.

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

(3) Every notice or communication to be given or made under this Policy 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 Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation. 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 Policy 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.

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

(7) 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.

(8) The Insured must notify the Company immediately if the Nature and the Type of the Business or Job Category 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 type of changes in the Nature and the Type of Business and the date of the change. Where the Insured corrects an inaccuracy in the description of the Business 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 Business.

(9) The Company may cancel this Policy 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 Policy 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 Policy had been in force subject to a minimum premium payment of [\$50\*] by the Insured.

The Insured may cancel this Policy by giving 7 days' written notice to the Company and provided no claim has arisen during the period during which the Policy 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 Policy had been in force subject to any adjustment of premium required by the Terms of this Policy and subject to a minimum premium payment of [\$50\*] by the Insured.

(10) Any dispute arising out of or in connection with this Policy, 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 1 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.

(11) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act 2001 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 Policy with the Company:

(a) workforce size and aggregated payroll for all, or any class of employees;

(b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.

(2) The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to the Policy 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 Policy 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 Policy, 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 expiry date or termination of this Policy, 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. AVERAGE CONDITION

(1) If the estimated Annual Earnings declared by the Insured are less than the actual 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 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 reserve the right to recover the rateable amount of the liability mentioned in clause 13(1).

## 14. PREMIUM PAYMENT WARRANTY

(1) Despite anything in this Policy but subject to clause 14(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days+ of the Commencement Date of the Policy, Renewal Certificate or Cover Note.

(2) In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day+ period referred to above, then:

(a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day+ period;

(b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

(c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of [\$25\*].

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

## 15. POLICY OWNERS' PROTECTION SCHEME

This Policy is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Policy under the Policy Owners' Protection Scheme is

automatic and requires no further action from the Insured. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the Company or visit SDIC website (<https://www.sdic.org.sg/>).

#### NO AVOIDANCE OF COMPULSORY TERMS

Nothing in this Policy (including the Schedule and the Proposal) or any memorandum or endorsement affects the compulsory terms prescribed under section 26(2) of the Act.

\*The Insurer may substitute a lower amount. +The Insurer may substitute a shorter period of not less than 14 days.

## Section 7 - Goods In Transit

The Company will indemnify the Insured up to the Sum Insured as specified in the Schedule under this Section for any physical loss of and/or damage to the Property Insured caused by

- i) Fire or explosion
- ii) Overturning or derailment of land conveyance
- iii) Collision or contact of conveyance with any external object

whilst in the course of transit by any vehicle owned or hired by the Insured from the time of loading of the Property Insured onto the land conveyance for the commencement of transit, continues during the ordinary course of transit until safely unloaded from the land conveyance on arrival at final destination within the Republic of Singapore.

In the event of the original carrying conveyance being disabled due to an accident or breakdown during the transit, this insurance shall remain in force whilst the Property Insured is being transferred to and carried by another land conveyance for the completion of the original transit.

Provided always that the Property Insured is not to be left unattended at all times.

### Special Exclusions To Section 7

The Company shall not be liable under this Section in respect of

1. Loss of use of the Property Insured or consequential loss or damage of any kind or description whatsoever
2. Loss of or damage caused by weather atmospheric conditions contamination pollution leakage or spilling wear and tear rust corrosion moth vermin termites or other insects fungus or gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish action of light inherent vice or latent defect or defective packing hooks delay loss of market or depreciation
3. Loss of or damage whilst the Property Insured is temporarily housed in the course of transit for the purpose of storage making up packing or processing
4. Loss of or damage to the Property Insured at the time of the loss is contained in any vehicle then being used outside the normal course of the insured's business for social domestic or pleasure purposes

### Special Conditions To Section 7

1. All vehicles conveying the Property Insured shall be maintained in an efficient and roadworthy condition.
2. The Insured shall take all reasonable precautions for the safety of the Property Insured and shall act with reasonable dispatch in ensuring the prompt loading, transportation and unloading of the Property Insured in all circumstances within their control.
3. Whenever any vehicle containing the Property Insured is left unattended
  - a) All doors and the boot shall be locked and windows and other openings shall be securely closed and
  - b) Any protective appliances shall be put into effect.
4. All locking devices and any protective appliances shall be properly and adequately maintained.
5. It is the duty of the Insured and their servants and agents in respect of loss recoverable hereunder
  - a) To take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
  - b) To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Measures taken by the Insured or the Company 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.

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

## Section 8 – Non-Production Machinery and Computer Breakdown

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

### Definition

#### Computer Equipment

Electronic, computer or other data processing equipment, owned by the Insured or for which the Insured is legally responsible including Media and peripherals used in conjunction with such equipment.

#### Insured Plant

Property, owned by the Insured or for which the Insured is responsible, built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy, but excluding:

- a structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building
- b insulating or refractory material
- c sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system
- d water piping, other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- e vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessels
- f mobile plant and equipment (other than fork lift trucks used by the Insured at the Premises), dragline, excavation or construction equipment
- g equipment manufactured by the Insured for sale
- h tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
- i any electronic equipment (other than Computer Equipment), used for research, diagnostic, treatment, experimental or other medical or scientific purposes
- j any Manufacturing Production or Process Equipment
- k domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters
- l equipment owned by tenants of the Insured.

#### Manufacturing Production or Process Equipment

Any machine or apparatus which takes in, processes, forms, cuts, shapes, grinds or conveys raw materials, materials undergoing a process or the finished product including any equipment forming a part of the dedicated power supply, or the driving or controlling mechanism for such machines or apparatus.

This definition also applies to all component parts of such machines or apparatus and any other machines used exclusively with such machinery or apparatus.

The Company will indemnify the Insured in respect of loss caused by or resulting from an Accident to Insured Plant but not for the costs of preparing any claim.

Accident means direct physical loss as follows:

- a electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force
- b artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires
- c Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the



- Insured, or operated under the Insured's control
- d Damage to steam boilers (and connected oil tanks and interconnecting oil pipework but excluding buried, flexible or non-metallic pipework), steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
  - e Damage to hot water boilers or other water heating equipment (including connected oil storage tanks and interconnecting oil pipework excluding buried, flexible or non-metallic pipework) caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
  - f operator error
  - g Damage caused by materials being processed.

### **Limit of Indemnity**

The liability of the Company for each item under this Sub- Section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount of the Limit of Indemnity stated for that item in the Schedule.

## **Extensions to Sections 8**

(Subject to the Exclusions and Conditions of the operative Section)

### **1. Expedition Expenses**

The Company will indemnify the Insured in respect of the reasonable extra cost to make temporary repairs and expedite permanent repairs to or permanent replacement of damaged Property insured by Section 1 or Insured Plant insured by Section 8 subject to a maximum limit of \$20,000.

### **2. Hire of Substitute Item**

The Company will indemnify the Insured in respect of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire following Damage to Property insured by Section 1 or Accident to Insured Plant insured by Section 8 of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged, subject to a maximum limit of \$5,000.

### **3. Costs of Reinstating Data**

The Company will indemnify the Insured for costs incurred by the Insured in recreating or reinstating on to Media data lost or damaged in consequence of Damage or an Accident to insured Computer Equipment including where necessary the cost of modifying or replacing the Computer Equipment following a loss insured by Section 1 or 8 to achieve equivalent compatibility with that existing immediately prior to the Damage or Accident due to undamaged Media being incompatible with the replacement Computer Equipment but not for:

- a losses discovered later than six months after the loss was initiated
- b loss of or Damage to software
- c increase in cost of working insured by Section 2 of this Policy
- d any amount in excess of \$5,000.

### **4. Debris Removal**

The cover provided by this Sub-Section extends to include costs incurred in the removal of debris and protection of the Insured Plant following loss or Damage insured under this Sub-Section.

The liability of the Company under this Extension shall not exceed \$5,000 or 20% of the loss or Damage whichever is the lower.

### **5. Repair Costs Investigation**

With its prior written agreement the Company will pay costs relating to repair investigations and tests following indemnifiable Damage to Insured Plant by consulting engineers.

The Company shall not be liable under this Extension of cover for fees incurred in preparing a claim under this Policy

The liability of the Company shall not exceed \$5,000 under this Extension.

### **Exclusions to Section 8**

- 1 The Company shall not be liable for loss or Damage caused by or resulting from:
  - a a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel
  - b an insulation breakdown test of any type of electrical equipment
  - c any defect, virus, loss of data or other situation within Media
  - d depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions, except that this Exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded
  - e loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.
- 2 The Company shall not be liable for loss or Damage recoverable under a maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under an agreement.

### **Conditions to Section 8**

- 1 The Insured shall exercise due diligence in:
  - a complying with any statute or order
  - b ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent Damage.
- 2 The Insured shall maintain a minimum of 2 generations of back-up computer records. These must be checked for accuracy and integrity to ensure a precise match with the source data, be capable of restoration and be taken at intervals no less frequently than every 48 hours. At least one copy must be stored off site and the Insured must take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

## **Section 9 - Product Liability**

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

The Company will indemnify the Insured against

- 1 All sums which the Insured shall become legally liable to pay for compensation in respect of
  - a) accidental bodily injury to or illness of any person
  - b) accidental loss of or damage to propertyhappening during the Period of Insurance and arising out of Products Supplied in or from the Republic of Singapore in the course of the insured's Business
- 2 All costs and expenses
  - a) recovered by any claimant against the Insured
  - b) incurred with the written consent of the CompanyIn respect of a claim against the Insured for compensation to which the indemnity expressed In this Section applies.

### **Limit Of Indemnity**

The liability of the Company under this Section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity.

## Jurisdiction Clause

The Indemnity shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.

## Special Exclusions To Section 9

The indemnity expressed in this Section shall not apply to

1. Liability arising:
  - i through the defective design, plan, formula or specification of Products Supplied given for a fee or for which a fee would normally be charged
  - ii out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
  - iii out of treatment given or administered, except for any treatments that have been specifically noted as insured on the Schedule, by the Insured or Employees, or any failure to give advice or treatment or any lack of professional skill
  - iv arising from errors in connection with the sale, supply making up, prescribing or dispensing of any drug, medicine, medical cosmetic or toilet preparation.
2. liability arising in respect of Products Supplied, knowingly supplied, directly or indirectly to the United States of America or Canada
3. liquidated damages, fines, penalties, exemplary, punitive or multiplied damages
4. liability arising out of deliberate, wilful or intentional non-compliance of any statutory provision
5. liability arising out of pure financial loss such as loss of goodwill, loss of market etc.
6. liability arising out of claims for failure of the goods or products to fulfil the purpose for which they were intended:
7. the amount of the Excess shown in the Schedule.
8. liability for Damage to Products Supplied or the cost of repairing or replacing such product
9. the cost incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any Products Supplied
10. liability caused through any Products Supplied which are used to the knowledge of the Insured in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.
11. liability for the cost of repairing or replacing any goods sold or supplied or for any injury, illness or Damage caused by or arising from:
  - a any treatment of the eyes, or anything in the nature of a surgical operation
  - b any preparation manufactured by or on behalf of the Insured
  - c sunbeds or solaria, massage and hair removal (other than eyebrows)
  - d use of needles or other equipment inserted below the skin
  - e any other treatments not specifically included.

## Extensions To Section 9

### 1. Treatment Extensions - Hairdresser's Treatment Risk

Where Hairdresser's Treatment is shown on the Schedule Section 5 if operative, are extended to indemnify the Insured as follows:

In event of accidental:

- a Injury
- b Damage to Property

occurring by or arising from a hairdressing treatment rendered by the Insured in the course of the Business during the period of insurance the Company will indemnify the Insured in respect of all sums which the Insured becomes legally liable to pay as compensation and claimant's cost and expenses, in respect of such Injury or Damage to Property, subject to Conditions Precedent to Liability.

#### **Limit of Liability**

The liability of the Company under this Extension shall not exceed the Limit of Liability shown under Section 9 - Product Liability in respect of any one period of insurance.

For the purposes of this cover Hairdresser's Treatment is:

The activities associated with colouring, tinting, dyeing, perming or specialist treatments to the hair or scalp, manicures and pedicures, and ear or nose piercing by stud gun method but does not include any other body or facial piercing by any method.

Conditions Precedent to Liability

#### **Hairdresser's Treatment Risk Conditions**

The Company will indemnify the Insured under Section 9 provided that:

- a. Hairdresser's Treatment shall not be carried out by any person with less than two years' continuous service as a hairdresser or apprentice hairdresser except under the constant and direct supervision of a fully qualified person
- b. the Insured shall not use any hair dye or preparation where the makers or vendors of the dye or preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (c) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the Company shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test
- c. where a particular dye or preparation has been applied by the Insured within the previous three months to an individual customer without ill effect the Insured may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the Insured shall obtain from the customer a signed disclaimer relieving the Insured from all liability for any injury or ill effects which might follow upon the use of the dye or preparation
- d. at the time of sale of hair dyes or other preparations the Insured shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.

#### **2. Treatment Extensions - Beauty Treatment Risk**

Where Beauty Treatment is shown on the Schedule Section 5 if operative, are extended to indemnify the Insured as follows:

In event of accidental:

- a Injury
- b Damage to Property

occurring by or arising from a beauty treatment rendered by the Insured in the course of the Business during the period of insurance the Company will indemnify the Insured in respect of all sums which the Insured becomes legally liable to pay as compensation and claimant's cost and expenses, in respect of such Injury or Damage to Property, subject to Conditions Precedent to Liability.

#### **Limit of Liability**

The liability of the Company under this Extension shall not exceed the Limit of Liability shown under Section 9 - Product Liability in respect of any one period of insurance.

For the purposes of the Cover Beauty Treatment can include:

- i the application of cosmetics
- ii pedicures, manicures and nail extensions

- iii facials including washes, cleaning, ionisation and steaming treatments
- iv body wrapping, brushing and exfoliation and Alexander technique
- v bleaching of body hair, biochemics, application of tanning creams, sprays and oils
- vi ear or nose piercing using a stud gun
- vii cellulite treatment, colour therapy and crystal therapy
- viii eyebrow and eyelash shaping and tinting
- ix thermo auricular treatment, glycolic acid peel, light therapy, micro epidermal abrasion treatment and paraffin wax treatment

and no other unless noted on the schedule by Endorsement as specifically covered.

**Other treatment Risks**

for any other treatment Risks noted on the Schedule as operative please refer to the Endorsements on the Schedule for the Extension wording.

Conditions Precedent to Liability

**Beauty Treatment Risk Conditions**

The Company will indemnify the Insured under Section 9 provided that:

- a Beauty Treatment shall not be carried out by any person with less than 6 months continuous service as a beauty therapist or an apprentice beauty therapist except under the constant and direct supervision of a fully qualified person
- b the Insured shall not use any preparation where the makers or vendors of the preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (c) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the Company shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test
- c where a particular preparation has been applied by the Insured within the previous three months to an individual customer without ill effect the Insured may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the Insured shall obtain from the customer a signed disclaimer relieving the Insured from all liability for any injury or ill effects which might follow upon the use of the preparation
- d at the time of sale of preparations the Insured shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.

**Section 10 - Fire & Extraneous Perils (Building)**

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

The Company will by payment or at its option by reinstatement repair or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against loss of or damage to the Property Insured belonging to the Insured or for which he is legally responsible whilst contained In the Premises situated at the Location of Risk destroyed or damaged by Fire and/or Lightning and the under-mentioned Extraneous Perils occurring during the Period of Insurance:

**Extraneous Perils**

**1. Aircraft Damage**

The insurance under this Section is extended to include loss of or damage to the Property Insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom provided that

- i) All the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire

- ii) This Insurance does not cover any loss or damage caused by any aircraft for which permission to land has been given by the Insured.

## 2. Impact Damage

The insurance under this Section extends to include loss of or damage to the Property Insured and/or to any walls, gates and fences around and pertaining thereof directly resulting from impact by any road vehicle not belonging to or under the control of the Insured or any member of the insured's family or any person in and upon the insured's service but excluding the first \$50 of each and every loss provided that all the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

## 3. Bursting Or Overflowing Of Water Pipes & Tanks

The Insurance under this Section is extended to include loss of or damage to the Property Insured directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the Property Insured but excluding

- i) Damage thereto
- ii) Loss or damage whilst the building is untenanted
- iii) Loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings
- iv) The first \$150 of each and every loss

Provided that all the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

## 4. Standard Explosion

The insurance under this Section shall, subject to the Special Conditions hereinafter contained, extend to include

Loss of or damage to the Property Insured 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.

Provided always that all the Conditions of this Policy (except insofar as Exclusion 2(c) under Special Exclusions to Section 8 is hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Section.

### Special Conditions

- i) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with, any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence. In any action, suit or other proceeding, where the Company alleges 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 the Insured.
- ii) If there shall be any other fire Insurance on the Property Insured under this Policy, the Company shall be liable only pro-rata with such other fire insurance for any loss or damage by explosion whether or not such other fire Insurance be extended to cover loss or damage by explosion.
- iii) The Company shall not be liable under this extension 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.

## 5. Riot And Strike

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Section shall extend to cover Riot and Strike which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the Property Insured directly 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 mentioned in Condition 2 of the Special Conditions hereinafter contained
- 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 Endorsement, the following Conditions shall apply:

#### Condition 1

1. 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 or the retardation or interruption or cessation of any process or operation
  - 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 the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

2. The insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation 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 1(ii) only, combustion shall include any self-sustaining process of nuclear fission.

## **Condition 2**

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences, namely:

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
- c) 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 purposes of pulling the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges 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 the Insured.

## **Condition 3**

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

## **Condition 4**

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

Provided that it is hereby further expressly agreed and declared that

- a) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against
- b) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

## **6. Malicious Damage**

It is hereby agreed and declared that the insurance under Extraneous Peril 5 - Riot and Strike Endorsement - shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean loss of or damage to the Property Insured directly 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 Special Condition 2 of the said Riot and Strike Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereof or caused by any person taking part therein.



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

## 7. Earthquake, Windstorm And Flood

The insurance under this Section is extended to cover loss or damage (by fire or otherwise) directly caused by

- i) Earthquake, and Volcanic Eruption (and/or)
- ii) Hurricane, Cyclone, Typhoon, Tornado and Windstorm (and)
- iii) Flood (including overflow of the sea) caused by any of the perils mentioned in (i) and (ii) above. Subject to the following Excess Clause and Special Conditions attached hereto.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils, which this insurance extends to include by virtue of this Endorsement.

### Excess Clause

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's 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 by Policies in the name of the Insured, or b) \$400

whichever shall be the less.

It is further agreed that this Clause shall apply separately to

- i) each building, for which purpose all insured buildings at the same address will be regarded as one building
- ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

### Special Conditions

1. The Company 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 the sea) when such peril is insured against by this Section] unless the building insured or containing the Property Insured shall first sustain actual damage to the roof or walls of same by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado and windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Section and is occasioned by earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado and windstorm.

2. This Endorsement does not extend the insurance under this Section to 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 explosion except as provided in Exclusion 2(c) under Exclusions to Section 8
  - d) Loss by reason of any ordinance or law regulating the construction or repair of buildings
  - e) 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 Section.

3. The Company shall not be liable under this extension 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 Endorsement does not cover
  - a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, fences, gates, 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, tornado and windstorm when such perils are insured against by this Section.

## 8. Flood

The insurance under this Section extends to include loss of or damage to the Property Insured directly caused by FLOOD, which for the purpose of this extension shall mean the overflowing or deviation from the normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other now or accumulation of water originating from outside the building insured or containing the insured property, but excluding

- i) Loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado and windstorm
- ii) Loss or damage caused by subsidence or landslip
- iii) Loss of or damage to fences, gates, goods stored in the open or goods In transit
- iv) The first \$1,000 of each and every loss.

Provided always that all the Conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

## Special Exclusions To Section 10

1. (I) This Section does not cover
  - a) Loss by theft during or after the occurrence of a fire
  - b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process
  - c) 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
  - d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

(II) The insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Special Exclusion 1(ii) only, combustion shall include any self-sustaining process or nuclear fission.
2. This insurance does not cover against any loss or damage
  - a) From coal occasioned by its own spontaneous combustion
  - b) By explosives
  - c) Any loss or damage occasioned by or through or in consequence of explosion but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire

- d) Occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire

## **Extensions To Section 10**

### **1. Alterations and Repairs**

Workmen are allowed in on or about the Premises herein referred to carry out minor alterations and repairs without prejudice to the terms of this Policy.

### **2. Architects' Surveyors' and Consultant Engineers' Fees**

This Section extends to include Architects' Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder) provided that the liability for such destruction or damage and fees shall not in the aggregate exceed \$5,000.

### **3. Glass, Blinds and Signs**

This Section extends to cover the damage at the premises insured to:

- i. any external glass (including polycarbonate shop fronts) except glass described in the Exclusions to this extension
- ii. Property, insured under Section 1, within any display windows caused by breakage of any glass
- iii. fixed plate glass (including interior showcases and mirrors) inside the Premises up to a value not exceeding \$2,500
- iv. external signs up to a total value not exceeding \$1,500
- v. sanitary ware, if the cost of replacement has to be borne by the Insured, up to a value of \$2,500
- vi. external blinds up to a value of \$2,500
- vii. framework following breakage of fixed glass but not for the costs of preparing any claim.

The Company will also indemnify the Insured at the Premises insured for :

- a the reasonable cost of necessary boarding up prior to the replacement of any glass insured by this extension
- b the reasonable cost of reinstating Intruder Alarm Systems damaged as a result of glass breakage covered under this extension.

For the purposes of this extension glass will also mean any glass substitute material

This extension shall exclude loss or damage resulting from:

- a breakage or Damage arising:
  - i. from repairs or alternations to the Premises
  - ii. in Unoccupied Premises
- b glass which was in any way defective at the time cover was effected
- c breakage or Damage to any glass or sanitary ware comprising samples or display materials held in connection with the Business
- d wear, tear, depreciation, loss of use, scratching, rust or other gradually operating cause, mechanical or electrical breakdown and additionally in respect of electrical signs:
  - i) Damage to tubes unless the surrounding glass or perspex is fractured at the same time
  - ii) Damage arising from repair, removal or erection
- e chipping or cracking of sanitary ware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

#### **4. Capital Additions**

This Section extends to cover the reasonable costs of alterations additions and improvements (but not appreciation in value in excess of the Sum Insured) to the Property Insured for an amount not exceeding 10% or the Sum Insured, subject to the Insured declaring to the Company at the end of each quarter of such alterations additions and improvements and to pay the appropriate additional premium thereon.

#### **5. Cost of Demolitions and Clearing and Erection of Hoardings**

This Section is extended to include costs, necessarily incurred by the Insured in respect of the 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 Property Insured by fire or any other perils hereby insured against, provided that the total amount recoverable under any item of this Section shall not in the aggregate exceed \$5,000.

#### **6. Cost of Recompiling Records and Claims Preparation**

This Section extends to cover

- 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 the Insured for producing and certifying any information as may be required by the Company under the terms of General Condition 7 of this Policy.

Provided that the Company's liability under this extension shall not in the aggregate exceed \$500.

#### **7. Cost of Temporary Protection**

This Section extends to cover the cost of temporary protection necessarily and reasonably incurred by the Insured for the safety and protection of the Premises pending repairs/replacement of damage up to a limit of \$2,500.

#### **8. Electrical Installation (4B)**

Loss or damage by fire to the electrical appliances and installation insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-healing or leakage of electricity (lightning Included) is covered subject to the terms and conditions of this Section, but is expressly understood that no liability exists under this Section 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.

#### **9. Fire Brigade Charges and Fire Extinguishing Expenses**

This Section extends to cover fire brigade charges and the cost of replenishment of fire fighting appliances provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the Premises of the Property insured by this Section or immediately threatening to involve such property and shall not in the aggregate exceed \$1,000.

#### **10. Leased Property**

This Section extends to indemnify any other party having an interest in the Property Insured by virtue of and in accordance with the terms of a Mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically insured.

#### **11. Reinstatement Value (Not applicable to stock in trade and/or merchandise)**

It is hereby declared and agreed that in the event of the Property Insured under this Section being destroyed or damaged, the basis upon which the amount payable under this Section is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Property Insured when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

#### **Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby

increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (12) months) in writing allow; otherwise no payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under this Section if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Section, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item under this Section (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. No payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon an identical basis of reinstatement set forth therein.
5. This memorandum shall be without force or effect if
  - a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged
  - b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

## 12. Removal of Debris

This Section extends to cover costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Property Insured as a result of an insured loss or damage provided that such costs or expenses

- a) Are not recoverable from any other policy of insurance
- b) Shall not include costs of removing, nullifying or cleaning up, seeping, polluting or contaminating substances and
- c) Shall not in the aggregate exceed \$5,000.

## 13. Services

This Section relating to "Machinery" and "Equipment" extends to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like and accessories therein including similar properties in adjoining yards or roadways or underground pertaining to buildings or contents insured by the respective items of this specification all the properties of the Insured/Suppliers/Others for which the Insured is responsible.

## 14. Tenants' Improvement

This Section extends to cover the insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount, which the Insured may be able to recover from the owner of the building.

## Section 11 - Fidelity Guarantee

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

The Company will indemnify the Insured for direct pecuniary loss arising from any act of fraud or dishonesty committed by any Employee(s) listed in the Schedule

1. during the Period of Insurance
2. during the uninterrupted continuance of the employment of the Employee
3. in connection with the occupation and duties of the Employee.

Provided that the liability of the Company shall not exceed in respect of any one Employee the Limit of Liability stated in the Schedule and in respect of all claims under this Section the aggregate Limit of Liability and subject to the specific number of employees insured as stated in the Schedule.

### **Special Exclusions To Section 11**

The Company shall not be liable to make any payment hereunder

1. For any act of fraud or dishonesty committed by any Employee unless such act or acts of fraud or dishonesty is discovered during the Period of Insurance or within three (3) months immediately after expiry or termination of the Policy or within three (3) months after the termination of the Employee's employment from whatever cause whichever event shall first happen
2. If the nature of the Business of the Insured be changed
3. If the Occupation or Duties of the Employee be changed or the remuneration of the Employee reduced
4. If the precautions and checks for securing accuracy of accounts are not duly observed
5. For more than one claim in respect of any act or acts of fraud or dishonesty by any one Employee.

### **Special Conditions To Section 11**

1. On the discovery by the Insured of any act of fraud or dishonesty committed by an employee or of reasonable cause for suspicion thereof or of any improper conduct under this Section, the Insured shall immediately upon becoming aware of such loss give immediate notice to the
  - a) 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) Company stating the Employee or Employees involved their whereabouts and the act or acts of fraud or dishonesty discovered and within three (3) months thereafter deliver at the insured's own expense to the Company a claim in writing and supply full details particulars and proofs and any other information as may be reasonably required by the Company.
2. In the event of a claim all books of accounts of the Insured or any accountant's reports thereon shall be open to the Company's inspection and the Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement from the Employee involved or his estate of any monies which the Company shall have paid or become liable to pay under this Section.
3. 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 the hands of the Insured and any monies which but for any act of fraud or dishonesty would have been due to such Employee by the Insured shall be deducted from the amount otherwise payable under this Section.
4. If this Section shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Section and also under any other policy effected with the Company in respect of fraud or dishonesty of the Employee the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the fraud or dishonesty committed by the Employee shall not

exceed the Limit of Liability stated in the Schedule or the Total Amount of Liability under any other such policy as aforesaid whichever is the greater.

## Extension To Section 11

### 1. Automatic Reinstatement of Limit of Guarantee

It is hereby declared and agreed that in consideration of the payment of any additional premium as required by the Company after payment by the Company of an act insured against and committed by the employee, the Limit of Guarantee shall be reinstated (up to a maximum of one (1) time in any one Period of Insurance) to the sum as stated in the Schedule in respect of the employee other than the employee in regard to whom a payment has been made or any acts of fraud or dishonesty or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the Insured.

It is further understood and agreed that such reinstated amount shall only apply to acts of fraud or dishonesty committed subsequent to the date of reinstatement and shall not apply to losses occurring prior thereto.

## General Exclusions(Applicable To All Sections)

This Policy does not cover

1. Any loss destruction or damage directly or indirectly caused by related to or in consequence of
  - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war
  - b) Mutiny, strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
  - c)
    - i) Permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
    - ii) Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- c) The destruction of property by order of any public authority other than when such order follow loss destruction or damage to the Property Insured arising from perils covered under Section 1

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions 1(a), 1(b) and 1(c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

2. Any loss destruction or damage injury or liability directly or indirectly caused by related to or in consequence of or contributed to by
  - a) Nuclear weapons material
  - b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 2(b) combustion shall include any self-sustaining process of nuclear fission.
3.
  - a) Loss of earnings loss by delay loss of market loss of contract or other consequential or indirect loss or damage of any kind or description whatsoever
  - b) Loss destruction or damage resulting from dishonesty fraudulent action trick device or other false pretence

- c) Loss resulting from disappearance or shortage revealed at any periodic stocktaking
  - d) Loss resulting from shortages in the supply or delivery of materials to or by the Insured
  - e) 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
  - f) The cost of normal upkeep or normal making good
  - g) Liability risks of any nature whatsoever except as provided under Sections 5 (Public Liability) and 6 (Workmen's Compensation)
  - h) Erosion caused by action of the sea
4. Any fine or penalty imposed on the Insured or any punitive or exemplary damages awarded against the Insured.
  5. Damage or Injury occurring outside the Territorial Limits (unless specially insured).
  6. Damage, loss or destruction or consequential loss of whatsoever nature and/or liability for damages attaching to the Insured or any associated costs relating thereto, arising directly or indirectly from or consisting of the failure or inability of any:
    - i computer, data processing equipment, electronic circuit, embedded system firmware, hardware, integrated circuit, interface, microchip, microprocessor, program, software, telecommunication equipment or systems and any similar device
    - ii Media or systems used in connection with any of the above whether the property of the Insured or not to:
      - a correctly recognise, use or adopt any date, day of the week or period of time as the true or correct date, day of the week or period of time
      - b capture, save, retain, restore and/or correctly manipulate, interpret, calculate, return, transmit or process any data or information, command logic or instruction as a result of treating any date, day of the week or period of time otherwise than as, or other than, its true or correct date, day of the week or period of time.

but

    - i this shall not exclude a first party claim by the Insured in respect of such loss, destruction or Damage not otherwise excluded which itself results from Fire Extraneous Perils or Theft or Attempted Theft
    - ii this exclusion shall not apply in respect of Section 6 - Public Liability , Section 7 – Product Liability nor Section 8 - Work Injury Compensation.
  7. Loss, damage injury or liability directly or indirectly caused by related to or in consequence of fabrication erection installation testing and commissioning work done by the Insured unless conducted on the insured's premises.
  8. Loss damage injury or liability arising from any alteration in the trade or processes carried on at your premises or in the nature of the occupation or other circumstances affecting the insured property in such way as to increase the risk of loss or damage unless the Company has first been notified of any such alteration and the Insured has agreed to pay any additional premium as may be required by the Company.
  9. Loss or damage or liability for which the Insured would be indemnified under any other policy of insurance but for the existence of this Policy except for any excess beyond the amount payable under such other insurance had this insurance not been effected.



## Additional Clauses(Applicable To All Sections)

The following clauses shall apply to this Policy unless otherwise stated in the Policy Schedule:

1. **Acquisition**

Warranted that the insured premises are not under notice of acquisition by the relevant authorities during the currency of this Policy.

2. **Asbestos Exclusion**

This contract excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- 1) Asbestos, or
- 2) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

3. **Contracts (Rights Of Third Parties) Act 2001**

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

4. **IT Clarification Clause**

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

5. **Non Contribution**

It is hereby warranted that if the Insured Is covered under any other policy for Work Injury Compensation Insurance, the Company will not Indemnify the Insured nor be called upon to contribute under the Policy.

6. **Pair And/Or Set Clause**

Where any insured item consists of articles in a pair or in a set, the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as a part of such pair or set, nor more than a proportionate part of the insured value of the pair or set. This applies to contents only.

7. **Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of

force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

#### **8. Electronic Date Exclusion**

The Company shall not be liable in respect of any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:

- i) correctly recognize any date as its true calendar date
- ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss or damage not otherwise excluded, which itself results from a Defined Peril.

The words "Defined Peril" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot and strike, malicious damage, earthquake, storm, Hood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal where such loss or damage is insured by the Policy.

#### **9. Notice of Unoccupancy/Occupancy**

The Insured must advise the Company as soon as the

Insured is aware that:

- a the Premises or a Building or portion of a Building has become Unoccupied
- b an Unoccupied Premises or Building or portion of a Building is again tenanted.

If this Condition is not complied with the Policy will not cover the Premises or Building concerned unless the Company has agreed in writing that cover will remain operative for Unoccupied Premises, Buildings or portions of Buildings, without the requirement for referral to the Company beforehand.

#### **10. Precedents to Liability**

Liability under this Policy is conditional:

- a on the truth and accuracy of the declarations contained in the proposal form or statement of fact if accepted instead of a proposal form
- b on the observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done by or complied with by the Insured
- c on all reasonable precautions being taken:
  - i for the safety of the Property insured
  - ii to prevent accidents or disease
  - iii to comply with all statutory obligations and regulations imposed by any authority
  - iv to prevent the sale or supply of goods which are defective in any way.

#### **11. Precedents to Liability**

(Applicable to Sections 1, 2, 3, 5 10 and 11 only) Liability under this Policy is conditional:

a on the Insured:

- i ensuring safe keys are either kept on the person of the Insured or an Employee or removed to an Insured's or Employee's locked private residence
- ii not keeping Excluded Property unless described in the Schedule or elsewhere in the Policy wording or by Endorsement

b on the Premises being protected by an Intruder Alarm System approved by the Company if indicated on the Schedule.

## 12. Premium Payment Warranty (Applicable to Corporate Policyholders Only)

It is hereby noted and agreed that the printed Premium Warranty Clause appearing in the Policy Jacket is deleted and replaced by the following:

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the inception date of the coverage 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 60-day period referred to above, then:-
  - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
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 Policy was effected) within the period of insurance.

## General Conditions(Applicable To All Sections)

### 1. Interpretation

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

### 2. Observance

The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy by the Insured or his legal personal representative in the event of death of the Insured in so far as they relate to anything to be done or complied with by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the said proposal and/or other particulars supplied shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 3. Misdescription

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material facts concerning the risk insured.

### 4. Reasonable Precautions

The Insured and any other person who may be entitled to indemnity under this Policy shall at all times take reasonable precautions to prevent injury illness loss or damage and to comply with all statutory obligations and regulations imposed by any Public Authority for the safety of persons or property.

### 5. Alterations

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company

- a) If the trade or manufacture carried on be altered, or if 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 by fire.
- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- c) If the Property Insured be removed to any building or place other than that in which it is herein stated to be insured.
- d) If the interest in the Property Insured pass from the Insured otherwise than by will or operation of law.

## 6. Cancellation

The Company may cancel this Policy by giving fourteen (14) days' written notice by registered letter to the insured's last known address and in such event the Company will refund to the Insured the proportionate premium for the unexpired period of insurance, subject to a minimum premium payment of \$75 (excluding GST) by the Insured.

This Policy may be cancelled at any time by the Insured giving seven (7) days' written notice to the Company and provided no claim has arisen during the current period of Insurance the Insured shall be entitled to a refund of premium less the Company's customary short period premium for the time the Policy has been In force, subject to a minimum premium payment of \$75 (excluding GST) by the Insured.

## 7. Notification Of Claims

On the happening of any loss or damage, which may give rise to a claim under this Policy the Insured shall

- a) Give immediate notice in writing to the Company with full particulars.
- b) In respect of loss or damage by theft or any attempt thereat or acts by malicious persons also to give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
- c) Make no admission of liability, offer promise or payment without the Company's written consent.
- d) Inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately upon receipt every relevant document.
- e) Declare to the Company particulars of all other Insurances if any.
- f) Deliver the claim to the Company within seven (7) days of the event at his own expense in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim.

## 8. Fraudulent Claims

If a claim is in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement is made in support thereof or if any loss or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

## 9. Time Limitation

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

## 10. Rights Of The Company

- a) The Company shall be entitled
  - i) On the happening of any loss or damage to the Property Insured to enter take and keep possession of the building or premises where the loss or damage had happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company and to rely on any conditions of this Policy shall be proof of leave and license for such purpose.
  - ii) At its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at its own expense and for its own benefit but in the name of the Insured

to recover compensation or secure indemnity from any third party in respect of any event Insured by this Policy and the Insured shall give all information and assistance required.

iii) To any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company.

b) If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its power hereunder all benefit under this Policy shall be forfeited.

#### **11. Reinstatement**

If the Company elects or become bound to reinstate repair or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents and other information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the sum insured thereon.

If the Company shall be unable to reinstate repair or replace the property because of any municipal or other regulations in force the Company shall then only be liable to pay such sums as would be requisite to reinstate repair or replace such property if the same could lawfully be reinstated to its former condition.

#### **12. Subrogation**

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

#### **13. Contribution**

If at the time of any loss or damage happening to any property hereby insured under this Policy there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such loss or damage or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage. This Condition does not apply to Section 4 (Personal Accident).

#### **14. Average**

If the Property Insured under Sections 1 (All Risks) and 8 (Fire & Extraneous Perils) shall at the time of loss be collectively greater value than the sum insured thereon, or if the total number of employees insured under Sections 6 (Work Injury Compensation) and 9 (Fidelity Guarantee) of the Policy, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this condition.

#### **15. Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such differences shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

#### **16. Discharge Of Liability**

If it so desired, the Company may at any time discharge its liability by paying to the Insured the limit of liability and cease to have the conduct and control of the negotiations, actions or proceedings in connection with the claim. The Company shall not be responsible for any costs or expenses incurred thereafter nor for any consequential loss, which the Insured may claim to have sustained.

## 17. Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Company shall not be liable for any judgements, which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.

## 18. Subject to Survey

If any insurance by this Policy has been granted subject to survey, then continuance of cover after the survey by the Company Risk Surveyor shall be subject to the Insured complying with the Company's acceptance criteria and the completion of any risk improvements required within the time frame agreed by the Company, otherwise the Company may, at its option, invoke the Cancellation Condition.

## 19. Warranties

This Policy shall be voidable in the event of non-compliance during the period of insurance with any Warranty set out in the Policy or Schedule

### Policy Owner's Protection Scheme

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

### Personal Data Use

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

#### IMPORTANT NOTICE

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