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GREAT ENTERPRISE INSURANCE PACKAGE PLUS POLICY

CONTENTS

This **Policy** includes the following Sections of cover, but there shall be no coverage under any Section unless it is selected and indicated in the **Schedule** as being applicable under this **Policy**.

<u>Section No.</u>	<u>Section of Cover</u>
1	Property All Risk
2	Business Interruption
3	Money
4	Fidelity Guarantee
5	Work Injury Compensation
6	Public Liability
7	Group Personal Accident



Whereas the **Insured** has made to **Great American** the "**Proposal**", which together with any other statements made in writing by the **Insured** for the purpose of this **Policy**, forms the basis of and are deemed to be incorporated in the insurance contract contained in this **Policy**.

Now this **Policy** witnesses that, subject to the **Insured** having paid to **Great American** the **Premium** and subject to the **Provisions**, **Great American** will insure the **Insured** in respect of the applicable Sections of this **Policy** in the manner and to the extent provided in this **Policy**.

GENERAL DEFINITIONS

(Applicable to all Sections except Section 5 (Work Injury Compensation))

The following words shall have the following meanings throughout this **Policy**, unless specially defined in a Section or sub-Section in which event such special definition shall apply but only to that Section or sub-Section (as the case may be):

"**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.

"**Business**" means the **Insured's** business operations and activities described in the **Schedule**.

"**Excess**" means the amount of each and every claim, as stated in the **Schedule**, which shall be borne by the **Insured**. Should more than one Excess apply under this **Policy** for any claim or series of claims arising from the one original source or cause, such **Excess(es)** shall not be aggregated and only the largest **Excess** shall apply.

"**Great American**" means the Great American Insurance Company, Singapore Branch.

"**Insured**" means the insured as named in the **Schedule**.

"**Policy**" means this policy document, the **Proposal**, the **Schedule** and any Endorsements and attachments to this policy document or the **Schedule**.

"**Policy Period**" means the period of time specified as such in the **Schedule** unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of such cancellation.

"**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"**Premium**" means the amount specified as such in the **Schedule** in respect of each Section and any premium adjustment reflected in an Endorsement to this **Policy**.

"**Proposal**" means all proposals, including attachments and materials incorporated therein, submitted by, or information disclosed by, or on behalf of the **Insureds** to **Great American** for this **Policy** or any policy issued by **Great American** of which this **Policy** is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this **Policy**.

"**Provisions**" means the terms and conditions of this **Policy**, including for the avoidance of doubt, the terms and conditions of each applicable Section.

"**Schedule**" means the document issued by **Great American** attaching to and forming part of this **Policy**, specifying the party or parties insured, the Sections granted and details of **Sum(s) Insured**, sub-limits and **Excess(es)** applicable. Schedule includes the initial and any subsequent Schedule(s) issued by **Great American** noting changes or variations to the **Policy** and renewal.



“**Situation of Risks**” means the location(s) specified as such in the **Schedule**.

“**Sum Insured**” means the **Sum Insured** in respect of each Section of this **Policy** as set out in the **Schedule**.

GENERAL EXCLUSIONS

(Applicable to all Sections except the “Cover” wording of Section 5 (Work Injury Compensation))

A. This **Policy** does not cover, and **Great American** shall not be liable for, in respect of or in connection with any loss, destruction, damage, liability, cost or expense directly or indirectly based upon, arising out of, attributable to, in consequence of, or contributed to by:

1. **War, Terrorism, Strikes, Riots and Civil Commotion**

any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, liability, cost or expense:

- (a) any 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;
- (b) any industrial disputes, boycotts, strikes, riots, civil commotions, lockouts, stoppages or restraints of labour of whatsoever nature or kind whether partial or general and whether or not involving any **Insured** or any **Insured’s** employees;
- (c) any act of any person acting on behalf of or in connection with any group or organisation directed towards the overthrow by force of any *de jure* or *de facto* government or to the influencing of it by terrorism or violence;
- (d) any acts of a group of malicious persons or persons acting on behalf of or in connection with any political organisation, or conspiracy;
- (e) any 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;
- (f) any permanent or temporary dispossession of any land or building resulting from the unlawful occupation of such land or building by any person;
- (g) any confiscation, commandeering, requisition or destruction of or damage to property by order of any government *de jure* or *de facto* or by any public authority;
- (h) any **Act of Terrorism**; or
- (i) any action taken in controlling, preventing, suppressing or in any way relating to the matters in sub-paragraphs (a) to (h) above.

If **Great American** alleges that by reason of this exclusion, any loss, destruction, damage, liability, cost or expense is not covered under this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

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

2. **Radioactive Contamination**

- (a) any ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;



- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-paragraph (d) does not extend to 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.

3. **Pollution**

- (a) any actual or alleged or threatened presence, emission, discharge, disposal, dispersal, release, migration or escape of **Pollutants**;
- (b) any direction, request or effort to:
 - (i) test for, monitor, clean up, remove, contain, treat, detoxify, dispose or neutralise **Pollutants**; or
 - (ii) respond to or assess the effects of **Pollutants**; or
 - (iii) prevent the discharge, release, escape, dispersal or seepage of **Pollutants**; or
- (c) any dredging operations or the dumping, handling, processing, treatment, or storage of any waste or spoil.

4. **I.T. Hazards Exclusion**

- (a) any loss, destruction, damage, liability, cost or expense directly or indirectly caused by or arising from or in consequence of or contributed to by the **Insured's** "Internet Operations". This exclusion does not apply to personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.
- (b) any damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - (i) the use of any computer hardware or software;
 - (ii) the provision of computer or telecommunication services by the **Insured** or on the **Insured's** behalf; and/or
 - (iii) the use of computer hardware or software belonging to any third party, whether authorized or unauthorized including damage caused by any computer virus.

For the purpose of this Exclusion, "Internet Operations" shall mean the following:

- (1) use of electronic mail systems by the **Insured** or the **Insured's** employees or agents, including part-time and temporary staff, contractors and others within the **Insured's** organization;
- (2) access through the **Insured's** network to the world wide web or a public internet site by the **Insured's** employees or agents, including part-time and temporary staff, contractors and others within the **Insured's** organization;
- (3) access to the **Insured's** intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the **Insured** or others outside the **Insured's** organization; or



- (4) the operation and maintenance of the **Insured's** web site.

Nothing in this exclusion shall be construed to extend coverage under this **Policy** to any loss, destruction, damage, liability, cost or expense which would not have been covered in the absence of this exclusion.

5. **Fines, Penalties or Non-compensatory Damages, etc.**

any fines, penalties or any non-compensatory damages including but not limited to any punitive, aggravated or exemplary damages however ordered, awarded or described, or any additional damages resulting from multiplication of or otherwise over and above compensatory damages.

6. **Electromagnetic Fields**

any exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

7. **Total Asbestos Exclusion**

any asbestos or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity, or any actual or alleged death, injury, illness, disease or disability relating to the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

8. **Consequential Loss**

any indirect, special, incidental or consequential loss or liability of any kind or description whatsoever and howsoever arising, or any losses due to delay, loss of use, loss of production, loss of revenue, loss of profit, loss of opportunity or loss of claim, apart from that expressly covered under Section 2 of this **Policy**.

9. **Cyber**

any liability, directly or indirectly caused by, resulting from or in connection with the **Insured's** use of or reliance upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information except for personal injuries caused by an accident involving physical contact with computer hardware.

B. **Electronic Data**

Electronic Data Exclusion

Notwithstanding any provision to the contrary in this **Policy** or any Endorsement hereto, it is understood and agreed as follows:

- (a) This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.



COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that any of the matters described in sub-paragraph (a) above is directly caused by a peril listed below, Section 1 (Industrial All Risks), subject to all the **Provisions**, will cover physical damage occurring during the **Policy Period** to property insured under Section 1 (Industrial All Risk) directly caused by such listed perils as follows:
- Listed Perils – fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami or flood.

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this **Policy** or any Endorsement hereto, it is understood and agreed as follows:

Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this **Policy** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the **Insured** or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

C. **Communicable Diseases – Liability Sections**

Notwithstanding any provision to the contrary in this **Policy** or any Endorsement hereto, it is understood and agreed as follows:

- (a) Sections 3, 4, 6 and 7 of this **Policy** do not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- (b) For the purposes of this exclusion:
- (i) loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
 - (ii) "Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.



D. Communicable Diseases – Property Sections

Notwithstanding any provision to the contrary in this **Policy** or any Endorsement hereto, it is understood and agreed as follows:

- (a) Sections 1 and 2 of this **Policy**, subject always to the **Provisions**, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision to the contrary in this **Policy**, Sections 1 and 2 of this **Policy** do not cover any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- (b) For the purposes of this exclusion:
 - (i) loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 1. for a Communicable Disease; or
 - 2. any property insured hereunder that is affected by such Communicable Disease.
 - (ii) “Communicable Disease” means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- (c) This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s) under or in respect of Sections 1 and 2 of this **Policy**.

GENERAL CONDITIONS

(Applicable to all Sections except the “Cover” wording of Section 5 (Work Injury Compensation))

1. Due Observance and Condition Precedent

The due observance and fulfilment of the **Provisions**, in so far as they relate to anything to be done or complied with by the **Insured**, and the truth of the statements and answers in the **Proposal**, shall be a condition precedent to any liability of **Great American** under or in connection with this **Policy**. Failure to comply with the **Provisions** shall invalidate the cover under this **Policy**.

2. Interpretation

The Schedule, the **Proposal** and any Endorsements and attachments to this policy document are part of and form an integral part of this **Policy**. The descriptions in the headings, titles and sub-titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this **Policy** or any of the **Provisions**. Words and expressions in the singular shall include the plural and vice versa, and a reference to one gender includes all others. In this **Policy**, words in bold typeface have special



meanings and are defined. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

If any provision (including but not limited to any exception or exclusion) of this **Policy** is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision pursuant to this sub-paragraph shall not affect the validity and enforceability of the rest of the **Provisions**.

3. **Change of Risk**

The **Insured** shall immediately notify **Great American** if there is any material change, or change in circumstances likely to give rise to a change, in the risks covered by this **Policy** and provide to **Great American** at the **Insured's** own expense as particular an account as may be reasonably practicable of such change.

Upon such notification, **Great American** may adjust the **Provisions** and/or charge additional premium as **Great American** in its sole discretion determines appropriate in the circumstances or may notwithstanding General Condition 13 (Cancellation) below, immediately cancel this **Policy** and return to the **Insured** a proportionate part of the premium corresponding to the unexpired **Policy Period**. No material change shall be made or admitted by the **Insured** whereby the risk is increased, unless the continuance of this **Policy** is confirmed in writing by **Great American**.

In the event of a failure to comply with this Condition, **Great American** shall be entitled to repudiate any claim under this **Policy** arising out of or in respect of such material change or change in circumstances.

4. **Alteration**

The insurance under this **Policy** shall cease to attach under the following circumstances to any insured property affected unless the **Insured** before the occurrence of any loss, destruction or damage obtains the sanction of **Great American** which is signified by endorsement upon the **Policy** by or on behalf of **Great American**:

- (a) if the **Insured's** business or activities is altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property is changed in such a way as to increase the risk of loss, destruction or damage;
- (b) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days;
- (c) if the interest in the insured property passes from the **Insured** otherwise than by will or operation of law; or
- (d) if the **Insured** becomes insolvent, bankrupt or is wound up or the **Business** is carried on by a liquidator, receiver, or manager appointed by creditors or pursuant to any agreement or arrangement with creditors, or a judicial manager, or is permanently discontinued.

5. **Taking Precautions**

This **Policy** is subject to the warranty that the **Insured** shall take all necessary precautions:

- (a) to prevent any accident, death, injury, illness, disease, disability, loss, damage, liability, cost or expense which may give rise to a claim under this **Policy**; and
- (b) to safeguard and maintain all property insured under this **Policy**.



6. **Duty of Disclosure and Fraudulent Claims**

All benefit under this **Policy** shall be forfeited and **Great American** shall have no liability whatsoever to the **Insured** under this **Policy** and **Great American** shall have the right to cancel this **Policy** if the **Insured** or any persons acting on his/her or their behalf:

- (a) fails to fully and truthfully disclose to **Great American** in writing all material information known or which could reasonably be expected to be known before inception of this **Policy** and upon each renewal;
- (b) fails to properly observe and fulfil the **Provisions**;
- (c) makes any false or fraudulent declaration or statement;
- (d) omits, suppresses or incorrectly states any material information affecting the risks covered by this **Policy**;
- (e) hinders or obstructs **Great American** in the exercise of its rights;
- (f) causes any accident, death, injury, illness, disease, disability, loss, damage, liability, cost or expense to be occasioned or incurred by wilful act; and/or
- (g) gives notice or claims cover or makes any claim under this **Policy** that is in any respect false or fraudulent or by using any fraudulent means or devices.

For the avoidance of doubt, the **Insured** shall not be entitled to any return of **Premium** in the event that any benefit under this **Policy** is forfeited or the **Policy** is cancelled under this General Condition 6.

7. **Joint Insured**

When the **Insured** comprises more than one party, information furnished to **Great American** in relation to the insurance under this **Policy** or any renewal or extension thereof shall be deemed to have been furnished by and on behalf of all such parties, and any omission non-disclosure misrepresentation or mis-description shall likewise be deemed to have been omitted withheld misrepresented or mis-described by or on behalf of all such parties.

8. **Notices**

Every notice or communication to **Great American** shall be in writing and sent to **Great American's** registered address.

Any notice given in writing by **Great American** to the first named **Insured** in the Schedule shall be deemed to be notice given to all of the parties comprising the **Insured**, and shall be effective immediately on receipt by the first named **Insured** of a personal delivery or electronic communication sent from **Great American** or in the case of notices by post, three business days after having been posted by **Great American** to the **Insured's** last address known to the **Great American**.

The **Insured** shall immediately notify **Great American** in writing after the **Insured** becomes aware of any occurrence, event, claim, demand, writ, summons, proceedings, impending prosecution, inquest and all information in relation thereto which may result in a claim under this **Policy**, whether or not the **Insured** believes any claim amount might fall below any **Excess**.

9. **Claims**

On the happening of any accident, loss or damage covered under this **Policy** the **Insured** shall forthwith give notice thereof in writing to **Great American**, and shall within 30 days after such accident, loss, destruction or damage, or such further time as **Great American** may in writing allow, at the **Insured's** own expense deliver to **Great American** a claim in writing containing:



- (a) as particular an account as may be reasonably practicable of the accident or of the several articles or portions or parts of any property insured under this **Policy** which may be lost, destroyed or damaged, and of the amount of such loss, destruction or damage thereto having regard to their value at the time of loss, destruction or damage, and not including profit of any kind; and
- (b) full details of any other insurance in force.

The **Insured** shall also at the **Insured's** own expense produce, procure and give to **Great American** such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of **Great American** for the purpose of investigating or verifying the claim, together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. The **Insured** shall with due diligence do and concur in doing all things which may be reasonably practicable to prevent or minimise any interruption of or interference with the **Business** or to avoid or diminish loss.

No admission, offer, promise, compromise, or payment shall be made by or on behalf of the **Insured** without the written consent of **Great American**.

Great American shall be entitled if it so desires, and without prejudice to any of its rights and defences under the **Policy**, 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. **Great American** shall have full discretion in the handling or conduct of any proceedings and in the settlement of any claim, and the **Insured** shall give all such information, documents and assistance as **Great American** may require, including giving evidence in any legal proceedings.

No claim shall be payable unless the provisions of this Condition have been complied with.

10. **Inspection and Audit**

Great American shall be permitted but shall not be obligated to inspect the **Insured's** property and **Business** operations at any reasonable time. Neither **Great American's** right to inspect nor any inspection by or on behalf of **Great American** nor any report in respect of such inspection shall amount to any determination or warranty by **Great American** or on behalf of or for benefit of the **Insured** that such property or operations are safe or comply with any law, statute, rule, regulation or by-law.

Great American may examine and audit the **Insured's** books and records at any time during the **Policy Period** and within 3 years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.

11. **Subrogation**

The **Insured** shall at the expense of **Great American** do and concur in doing and permit to be done all such acts and things as may be necessary or required by **Great American** in the interest of preserving or pursuing any rights or remedies against, or of obtaining relief or indemnity from parties (other than those insured under this **Policy**) to which **Great American** is or would become entitled or which is or would be subrogated to **Great American** upon **Great American** paying or otherwise satisfying or settling any claim under this **Policy**, whether such acts and things are or become necessary or required before or after the **Insured's** indemnification by **Great American**.

In the event any payment is to be made under this **Policy**, **Great American** shall at once be legally subrogated to all rights of the **Insured** whether or not payment has in fact been made and whether or not the **Insured** has been fully compensated. **Great American** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide **Great American** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The **Insured** shall not do anything to prejudice these rights. Any amount recovered in excess of **Great American's** total payment shall be restored to the **Insured** less the cost to **Great American** of such recovery.



12. **Payments**

Where the **Insured** comprises more than one party, any payment under this **Policy** shall be made to the first party named in the Schedule for this purpose, or an authorised personal representative, unless otherwise instructed by the **Insured** in writing, whose receipt shall be a full and sufficient discharge of **Great American**.

13. **Joinder of Great American**

Unless **Great American** expressly agrees otherwise in writing, **Great American** shall not be joined, added or otherwise involved as a party or participant in any court, arbitration or other proceedings brought or issued against the **Insured** in connection with any claim in any jurisdiction.

14. **Clerical Error**

Any clerical error by **Great American** shall not invalidate this **Policy** if it is otherwise validly in force, nor continue or validate this **Policy** if it is otherwise not validly in force.

15. **Cancellation**

This **Policy** may be cancelled at any time by the **Insured** by giving 7 days' notice to **Great American**. In such case, if no claim has arisen during the then current **Policy Period** and no circumstance relating to any claim under this **Policy** has been reported prior to such cancellation the **Insured** shall be entitled to a return of premium subject to **Great American's** short period rates for the period this **Policy** has been in force. Otherwise, **Premium** shall not be returnable and shall be deemed fully earned at cancellation.

Great American may cancel this **Policy** by sending 30 days' notice by registered letter to the **Insured** at the **Insured's** last known address and in such event the **Insured** shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired **Policy Period**.

16. **Renewal**

This **Policy** is renewable at **Great American's** option, subject to underwriting requirements being fulfilled and at the premium rates determined by **Great American**.

17. **Adjustment of Premium**

If the premium for this **Policy** or any part thereof shall have been calculated on estimates furnished by the **Insured**, the **Insured** shall within 30 days after the expiry of the **Policy Period** furnish **Great American** all matters, particulars and information relevant to the **Policy** as **Great American** may reasonably require. The **Insured** shall keep a record of all matters, particulars and information requested by **Great American** and must on reasonable notice allow **Great American** or its nominees or authorised representatives to inspect and make copies of such records. The premium for the **Policy Period** shall thereupon be adjusted and any difference paid by or allowed to the **Insured** as the case may be, provided always that the adjusted premium shall not be less than the minimum policy premium of S\$250.00.

18. **Other Insurance and Contribution**

As soon as reasonably practicable and in any case within 14 days after entering into any other contract of insurance, the **Insured** shall notify **Great American** in writing and shall give **Great American** full details of such other insurance covering in full or in part, any of the risks insured under this **Policy**. If at the time of any occurrence causing any death, injury, illness, disease, disability, loss, destruction, damage, liability, cost or expense covered by this **Policy**, there is any other insurance covering the same death, injury, illness, disease, disability, loss, destruction, damage, liability, cost or expense, **Great American** shall not be liable to pay or contribute more than its rateable proportion thereof. Provided always that in respect of any Section covering liability, **Great American's** maximum liability



shall be the excess beyond any amount insured by such other insurance in respect of such liability, whether or not such other insurance is valid, liable to cover, or liable to pay.

19. **Excess**

This **Policy** does not cover in respect of each Section or sub-Section the amounts of the applicable deductible or **Excess** (as the case may be) stated in the Schedule in respect of each and every loss, destruction or damage as ascertained after the application of all other **Provisions** including any condition of average. The **Excess(es)** apply to all amounts payable under this **Policy**. The **Insured** warrants that the **Insured** has not effected any other insurance in respect of the amounts of the deductibles or excess (as the case may be) stated in the Schedule.

20. **Assignment**

This **Policy** is not assignable, and **Great American** shall not be affected or bound by any trust, charge, lien, assignment or any other dealing with or in respect of this **Policy** or its benefits or any notice thereof. No claim shall be recoverable under this **Policy** if the benefit of this **Policy** shall become vested in any other person other than the **Insured** unless with the written consent of **Great American**.

21. **Legal Personal Representative**

The **Provisions**, so far as applicable and with any necessary modifications, shall apply to the **Insured's** legal personal representative.

22. **Dispute Resolution**

All disputes arising out of this **Policy** (including its existence, validity or termination) shall be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. **Great American** and the **Insured** agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation by agreement of the parties or if mediation fails, the dispute shall be referred to arbitration before any legal action may be taken against **Great American**. Arbitration shall be conducted in English in Singapore (as the seat of arbitration) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference herein. Where any dispute is by this Condition to be referred to arbitration, the making of a final unappealable award shall be a condition precedent to any further or other right of action by the **Insured** against **Great American**.

If **Great American** shall disclaim liability to the **Insured** for any claim under this **Policy** and such claim shall not within 6 calendar months from the date of such disclaimer have been referred to mediation and/or arbitration, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable. In no case whatsoever shall **Great American** be liable under this **Policy** for any death, injury, illness, disease, disability, loss, destruction, damage, liability, cost or expense after the expiration of 12 months from the happening thereof unless the claim is the subject of or pending arbitration.

23. **Governing Law**

This **Policy** shall be governed by and interpreted in accordance with the laws of Singapore and in accordance with the English text as it appears in this **Policy**. For avoidance of doubt, Singapore law shall govern the existence, validity, interpretation and operation of this **Policy** and the **Provisions**.

24. **Sanctions**

Great American shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Great American**, its parent or any member of its group or its parent's group to any sanction, prohibition or restriction under the trade or economic sanctions, laws



or regulations of any jurisdiction applicable to **Great American**, its parent or its group or its parent's group including but not limited to, the United Nations resolutions and the trade or economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom or United States of America.

25. **Illegality**

Under no circumstances whatsoever shall this **Policy** be deemed to provide cover, and **Great American** shall under no circumstances whatsoever be liable to pay any claim or provide any benefit under this **Policy**, to the extent that the provision of such cover, payment of such claim or provision of such benefit would cause **Great American** to be in breach of or exposed to any prohibition or restriction under the laws or regulations of Singapore.

26. **Contracts (Rights of Third Parties) Act (Chapter 53B)**

A person or entity who is not a party to this **Policy** contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms. For the avoidance of doubt, an **Insured Person** under Section 7 (Group Personal Accident) of this **Policy** shall not be a party to this **Policy** contract.

27. **Condition Precedent**

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

- (a) for the risk insured, the **Insured** has never had any insurance terminated in the last 12 months due solely or in part to a breach of any premium payment condition; or
- (b) if the **Insured** has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last 12 months:
 - (i) the **Insured** has fully paid all outstanding premium from time to time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the **Insured** to **Great American** before cover incepts.

28. **Premium Payment Warranty**

- (a) Notwithstanding anything herein contained but subject to sub-paragraph (b) hereof, it is hereby agreed and declared that if the **Policy Period** is 60 days or more, any premium due must be paid and actually received in full by **Great American** (or the intermediary through whom this **Policy** was effected) within 60 days of the:-
 - (i) inception date of the coverage under this **Policy**, renewal certificate, or cover note; or
 - (ii) effective date of each endorsement, if any, issued under this **Policy**, renewal certificate or cover note.
- (b) In the event that any premium due is not paid and actually received in full by **Great American** (or the intermediary through whom this **Policy** was effected) within the 60-day period referred to above, then:-
 - (i) the cover under this **Policy**, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (iii) **Great American** will be entitled to a pro-rata time on risk premium subject to a minimum of S\$53.50 (before GST).



- (c) if the **Policy Period** is less than 60 days, any premium due must be paid and actually received in full by **Great American** (or the intermediary through whom this **Policy** was effected) within the **Policy Period**.

Important Note

This **Policy** is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this **Policy** is automatic and no further action is required 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 GAIC servicing agent / broker or visit the GIA / LIA or SDIC websites (www.gia.org.sg) or (www.lia.org.sg) or (www.sdic.org.sg)



SECTION 1 – PROPERTY ALL RISKS

COVER

Subject to the **Insured** having paid to **Great American** the **Premium** and subject to the **Provisions**, if any **Damage to Property Insured** expressly stated in the Schedule as being insured under this Section 1 occurs at the **Situation of Risks** during the **Policy Period**, **Great American** will indemnify the **Insured** in accordance with the applicable Basis of Settlement below, subject always to:

1. The **Sum Insured** and any other Sub-Limit(s) under this Section 1 as specified in the **Schedule**.
2. The maximum cumulative liability of **Great American** under this Section 1 during the **Policy Period**:
 - (a) shall not exceed, in respect of each **Property Insured**, the sum insured under this Section 1 in respect of that **Property Insured** as specified in the **Schedule**;
 - (b) shall not exceed, in respect of each applicable sub-Section of this Section 1, the sum insured in respect of that sub-Section as specified in the **Schedule**; and
 - (c) shall in any event not exceed the amount of the **Insured's** insurable interest in the **Property Insured** concerned at the time of the happening of such loss, destruction or damage.

Great American may, at its option and sole discretion, reimburse the **Insured** for the cost of carrying out work or obtaining any item or items in accordance with the Basis of Settlement, or may arrange for that work to be carried out or for the purchase of the item or items.

Great American shall not be bound to replace, repair or rebuild any item that has suffered **Damage** exactly or completely, but only as far as circumstances permit and in a reasonably sufficient manner, and **Great American** shall not in any case be obliged to replace, repair or rebuild such item to a value greater than the applicable **Sum Insured**.

SPECIAL DEFINITIONS APPLICABLE TO SECTION 1

In this Section 1, the following words shall have the following meanings:

“Building” or **“Buildings”** means the buildings belonging to the **Insured** or for which the **Insured** is responsible or has assumed responsibility to insure prior to the occurrence of any **Damage**, and all such property in which the **Insured** may acquire an insurable interest during the **Policy Period** at the **Situation of Risks**, and which are constructed of concrete, brick or stone, and roofed with concrete, asphalt, tiles, slates, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the **Schedule**.

“Contents” means all personal property of the **Insured** or for which the **Insured** is responsible, including but not limited to sample stocks, consumable stores, furniture, furnishings, fixtures, fittings, utensils, deeds, documents, printed books, unused stationery, machinery and equipment including computers, decorations or improvements installed by the **Insured** (including landlord's fixtures and fittings for which the **Insured** is responsible), tenants' improvements, sanitary ware, fixed glass and mirrors.

“Damage” or **“Damaged”** means direct physical loss or damage of, or destruction to, the **Property Insured**.

“Debris” means the residue of **Property Insured** which is **Damaged**, excluding any material which is itself a pollutant or contaminant and which is deposited beyond the boundaries of the **Situation of Risks**.

“Declared Values” means the values of **Property Insured** (other than money) at the **Situation of Risks** as declared by the **Insured** and calculated as applicable in accordance with the Basis of Settlement under this Section.



“**Flood**” means inundation of usually dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam.

“**Full Theft**” means theft not consequent upon actual forcible and violent entry upon the premises where **Property Insured** is located, or any attempt thereat.

“**Indemnity Value**” means the necessary costs to replace, repair or rebuild the **Property Insured** to a condition substantially the same but not better or more extensive than its condition at the time that the **Damage** occurred, and taking into consideration the age, condition and remaining useful life of the **Property Insured**.

“**Insured**” means the Insured as stated in the **Schedule** and includes all **Subsidiary Companies**, organisations and other entities in which the **Insured** has a controlling interest to the extent only that each of them is engaged in carrying on the **Business** described in the **Schedule** or activities which are substantially the same kind or related to that **Business**. For the purpose of this definition, a controlling interest shall in the case of a company mean the beneficial ownership of shares carrying more than 50% of votes capable of being cast at a general meeting of all shareholders in the company.

“**Machinery**” means any apparatus whether or not functioning independently or as any component part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power.

“**Plate Glass**” means fixed glass (including cost of boarding up necessarily incurred) being part of the premises or forming part of the fixtures within the premises.

“**Pollution**” means the discharge, dispersal, release or escape of **Pollutants** into or upon any property, land, atmosphere or any water course or body of water (including ground water).

“**Property Insured**” means all **Buildings** and **Contents** (except as excluded under this Section) belonging to the **Insured** or for which the **Insured** is responsible or has assumed responsibility to insure prior to the occurrence of any **Damage**, including all such property in which the **Insured** may acquire an insurable interest during the **Policy Period**.

“**Reinstatement, Replacement or Repair**” means:

- a) Where **Property Insured** is lost or destroyed:
 - (i) in the case of a building, the rebuilding thereof;
 - (ii) in the case of property other than a building, the replacement thereof, by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.

- b) Where **Property Insured** is damaged:

the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

“**Stock**” means stock in trade including raw materials, work in progress and packing materials.

“**Subsidiary Companies**” means any company or its subsidiary which may be formed, purchased or acquired by the **Insured** during the **Policy Period**, and which is declared to **Great American** as soon as practicable.

“**Sum Insured**” means the maximum amount payable by **Great American** for any one loss or series of losses suffered by the **Insured** arising out of any one occurrence at any one **Situation of Risks**, subject to any Sub-Limit and the application of any **Excess**. The **Sum Insured** and Sub-Limits are as set out in the **Schedule**.



Provided always that any Sub-Limit shall not increase **Great American's** liability to pay any amount in excess of the **Sum Insured**. The **Excess** shall apply to the **Sum Insured(s)** and Sub-Limits(s) in accordance with the **Schedule**, but the **Sum(s) Insured** and Sub-Limit(s) shall only be applied in excess of the relevant **Excess**.

"**Time Excess**" means the prescribed period of time that must elapse before **Great American** will be liable to indemnify the **Insured** for **Damage** to the **Insured Property**. **Great American** will be not liable to indemnify the **Insured** for any loss, damage or destruction that is suffered during the period of time stipulated as the **Time Excess**.

BASIS OF SETTLEMENT

Cover under this Section for any **Property Insured** shall be in accordance with the applicable Basis of Settlement and applicable Memoranda in respect of that **Property Insured**, as set out below.

1. In respect of **Buildings, Machinery**, plant and all other property and **Contents** (other than those specified in paragraphs 2 to 9 below):

The cost of **Reinstatement, Replacement or Repair** in accordance with the provisions of Memorandum No. 1 (Reinstatement and Replacement) and Memorandum No. 2 (Extra Cost of Reinstatement) below.

Provided always that under this Basis of Settlement No. 1, if the **Insured** elects to claim the **Indemnity Value** of any **Property Insured** which is **Damaged**, **Great American** will pay to the **Insured** the value of such **Property Insured** at the time of the happening of the **Damage** or will at **Great American's** option reinstate, replace or repair such **Property Insured** or any part thereof. In any event **Great American** will pay costs incurred by the **Insured** in accordance with Memorandum 2 (Extra Cost of Reinstatement) below.

2. In respect of raw materials, supplies and other merchandise not manufactured by the **Insured**:

The replacement cost at the time and the place of replacement or, if such **Property Insured** is not replaced, the value thereof at the time and place of **Damage**.

3. In respect of Material in Process of Manufacture:

The replacement value of the raw materials, and the value of labour and other overhead charges expended thereon, at the time and the place of the **Damage**.

4. In respect of Finished Goods:

The replacement value of the raw materials, and the value of labour and other overhead charges expended thereon, before any allowance for profit or the cost of re-stocking such goods, whichever is lesser.

5. In respect of computer systems records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description:

The cost of reinstating, replacing, reproducing or restoring the same, including information contained therein or thereon but excluding the value to the **Insured** of the said information, or, if such is not required, the replacement cost of materials as blank stationery at the time and place of **Damage**.

6. In respect of patterns, models, moulds, dies or lasts:

The cost of repair or replacement (if actually replaced), otherwise the **Indemnity Value** to the **Insured** of such **Property Insured**.



7. In respect of **Plate Glass**:

The cost of repairing or replacing the broken glass including the cost of temporary shuttering and hiring of security services pending replacement of the broken glass, the cost of sign writing or ornamentation on the glass, the replacement cost of burglar alarm tapes on the glass, the removing and re-fixing of windows and showcase frames and fittings and heat reflecting material or process on the glass provided always that this does not apply to any disfiguration or damage, and glass shall not be considered "*broken*", other than fracture extending through the entire thickness of the glass.

8. In respect of personal property belonging to directors of the **Insured**, council members, students, voluntary workers, visitors and employees, and in the case of the property of welfare, sport and social clubs:

The current replacement cost at the time of replacement subject to due allowance for wear and tear, depreciation and betterment.

9. In respect of empty premises awaiting demolition:

The salvage value of the building materials and/or landlords' fixtures and fittings.

Memorandum No. 1 (Reinstatement and Replacement)

This Memorandum is only applicable to the **Property Insured** in paragraph 1 of the Basis of Settlement above.

Any amount payable of the Basis of Settlement is to be calculated based on the cost of **Reinstatement, Replacement or Repair** of the damaged **Property Insured** at the time of its reinstatement, subject always to the **Provisions**, the **Sum Insured**, and the following:

1. The work of rebuilding, replacing, repairing or restoring, as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the **Insured**, but subject to the liability of **Great American** not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which **Great American** shall not be liable to make any payment greater than the **Indemnity Value** of the **Damaged Property Insured** at the time of the happening of the damage.
2. When any **Property Insured** to which this Memorandum applies is damaged in part only, the liability of **Great American** shall not exceed the sum representing the cost which **Great American** could have been called upon to pay for **Reinstatement, Replacement or Repair** if such property had been wholly destroyed.
3. Average Relief:

In the event of **Damage** to any **Property Insured** to which this Memorandum applies, at any **Situation of Risks**, **Great American** shall not be liable in respect of a greater proportion of such **Damage** than the amount that the **Insured's** declaration of value of **Property Insured** at such **Situation of Risks** on the day of the commencement of the **Policy Period** bears to a sum equivalent to eighty-five percent (85%) of the cost which would have been incurred in **Reinstatement, Replacement or Repair** if the whole of such **Property Insured** had been destroyed on that day, but not exceeding the **Sum Insured** expressed in the **Schedule**.

Provided always that:

- (a) If the sum actually incurred or expended in **Reinstatement, Replacement or Repair** of the **Damaged Property Insured**, exceeds the amount which would have been payable under



this Section but for this Memorandum, but is less than the cost of **Reinstatement, Replacement or Repair**, then the sum so actually incurred or expended shall, for all purposes of this Memorandum, be deemed to be the cost of **Reinstatement, Replacement or Repair** of the **Damaged Property Insured**.

- (b) This paragraph 3 shall not apply if the **Damage** to the **Property Insured** does not exceed five percent (5%) of the amount of the aforementioned declaration of value of **Property Insured** by the **Insured**.
4. No payment beyond the amount which would have been payable under this Section but for this Memorandum shall be made until a sum equal to the cost of **Reinstatement, Replacement or Repair** shall have been actually incurred. Provided always that where the **Insured** reinstates or replaces any lost or destroyed **Property Insured** at a cost which is less than the cost of **Reinstatement, Replacement or Repair** but greater than the value of such **Property Insured** at the time of the happening of its loss or destruction, then the cost so incurred shall be deemed to be the cost of **Reinstatement, Replacement or Repair**.
5. Any and all other policies of insurance (e.g. Industrial Special Risks and/or Fire and Named Perils) covering any **Property Insured**, which is purchased by or on behalf of the **Insured**, shall be on a similar reinstatement basis.

Memorandum No. 2 (Extra Cost of Reinstatement)

This Memorandum is only applicable to the **Property Insured** in paragraph 1 of the Basis of Settlement above.

This Section extends to include the extra cost of reinstatement (including demolition or dismantling) of the **Damaged Property Insured** necessarily incurred to comply with the requirements of any applicable law, subject always to the **Provisions**, the **Sum Insured**, and the following:

1. The work of reinstatement (which may be carried out wholly or partially upon any other site(s), if the requirements of the aforesaid applicable law so necessitate, subject to the liability of **Great American** not being thereby increased) must be commenced and carried out with reasonable dispatch, failing which **Great American** shall not be liable to make any payment beyond the amount which would have been payable under this Section but for this Memorandum.
2. The amount recoverable shall not include the additional cost incurred in complying with any such applicable law or requirement with which the **Insured** had been required to comply prior to the happening of the **Damage**.
3. Average relief as provided for under Memorandum No. 1 (Reinstatement and Replacement) shall not be applied to the amount recoverable under this Section in accordance with this Memorandum, and any amount specified shall not be taken into account for coinsurance purposes in terms set out in any clause contained in this **Policy**.
4. Any and all other policies of insurance (e.g. Industrial Special Risks and/or Fire and Named Perils) covering any **Property Insured**, which is purchased by or on behalf of the **Insured**, shall be on terms similar to the basis of this Memorandum No. 2.
5. If the cost of reinstatement of the **Damaged Property Insured** is less than fifty percent (50%) of that which would have been the cost of reinstatement if such **Property Insured** had been destroyed, the amount recoverable shall be limited to:
 - (a) The extra cost necessarily incurred in reinstating only that **Damaged** portion; or



- (b) In respect of such **Property Insured**, a Sub-Limit of S\$1,000,000;
whichever is lesser.

Memorandum No. 3 (Output Replacement)

Where any **Property Insured** is or consists of equipment, machinery or plant having a measurable function, capability or output and if, by reason of the applicable paragraph of the Basis of Settlement above it is necessary to replace such property with a new item or items which perform a similar function or functions, then the Basis of Settlement for such **Property Insured** shall be as follows:

1. Where any **Property Insured** is to be replaced by an item or items which have the same or a lesser total function capability or output, then the Basis of Settlement is the new installed cost of such replacement item or items as would give the same total function, capability or output as the **Property Insured**.
2. Where any **Property Insured** is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the replacement value of that **Property Insured**, then the Basis of Settlement is the new installed cost of the item or items so replaced.
3. Where any **Property Insured** is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement value of that **Property Insured**, then the Basis of Settlement is the lesser of the **Reinstatement, Replacement or Repair** value or that proportion of the new installed cost of the replacement item or items which the output of the **Damaged Property Insured** bears to the output of the replacement item or items.

Memorandum No. 4 (Floor Space Ratio Index (Plot Ratio))

Subject to the **Provisions** and the **Sum Insured**, in the event of the **Building(s)** being damaged so as to constitute total loss or constructive total loss and, as a result of the exercise of statutory powers and/or authority by any government departments, local government or any other statutory authorities reinstatement of such **Building(s)** as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index, **Great American** will pay in addition to any amount payable on reinstatement of such **Building(s)** the difference between:

1. The actual cost of reinstatement incurred in accordance with the reduced floor space ratio index, and
2. The cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under sub-paragraphs 1 and 2 above, any payments made by **Great American** shall include the extra cost of reinstatement, including demolition or dismantling of the **Property Insured**, necessarily incurred to comply with the requirements of any applicable law.

Any payment made in respect of the difference between sub-paragraphs 1 and 2 above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the **Insured** in the reinstatement of the **Building(s)**.



SPECIAL EXCLUSIONS APPLICABLE TO SECTION 1

The Special Exclusions below apply in addition to the General Exclusions in this **Policy**.

A. Property Exclusions

This Section 1 does not cover, and **Great American** shall not be liable for, in respect of or in connection with any loss of, damage, or destruction to any of the following property, or any costs, expenses or liability directly or indirectly caused by, arising out of, contributed by or in any way connected with such loss, damage or destruction:

1. Property whilst in transit other than during the incidental movement of such property within the **Situation of Risks** occupied by the **Insured**. This exclusion shall not apply during temporary removal of **Property Insured** (other than stock and/or merchandise) and unregistered motor vehicles to any location in Singapore but, whilst such property is in transit, cover for such **Property Insured** is limited only to physical loss, destruction or damage caused by fire, lightning, explosion, earthquake, aircraft, riot, strikes, malicious damage and storm and/or tempest.
2. Money.
3. Jewellery, furs, bullion, precious metals or stones other than as stock and/or merchandise of the **Business**.
4. (a) Any locomotive or rolling stock or watercraft other than as stock or merchandise of the **Business**, provided always that there shall be no cover under this Section for such stock or merchandise whilst any watercraft is on water.

(b) Any aircraft (including its accessories and/or spare parts) other than as stock or merchandise of the **Business**, provided always that there shall be no cover under this Section for such stock or merchandise during taxiing, take-off, flight or landing.
5. Vehicles or trailers registered or licensed to travel on a public road, provided this exclusion shall not apply to mobile plant and equipment (excluding cars, sedans, panel vans and trucks) not otherwise insured whilst on any premises occupied or used by the **Insured**.
6. Livestock, animals, birds or fish.
7. Standing timber, growing crops or pastures.
8. Land, provided that this exclusion shall not apply to structural improvements on or in the land if such structural improvements are not otherwise excluded from cover under this **Policy**.
9. Bridges, canals, roadways and tunnels, railway tracks (other than on the premises occupied or used by the **Insured**), dams and reservoirs (other than tanks) and their contents.
10. Docks, wharves and piers not forming part of any building.
11. Mining property located beneath the surface of the ground unless otherwise expressly covered under this Section.
12. Property during the course and as a result of its processing.
13. (a) Gates, fences, retaining walls, textile awnings and blinds; and



- (b) Property in the open air unless such property comprises or forms part of a permanent structure designed to function without the protection of the walls or roof, caused by wind, rainwater or hail.
14. (a) Property undergoing construction, erection, alteration or addition when the value of work exceeds 10% of the **Sum Insured** or S\$500,000, whichever is lesser; and
- (b) Empty premises undergoing demolition.
15. Oil and gas drilling and/or production rigs whilst offshore.
16. All **Machinery**, electronic data processing equipment or electronic control equipment occasioned by or happening through any mechanical, electrical, electro-mechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of whatsoever kind.

Provided that this Special Exclusion 16 shall not apply to any subsequent loss, destruction of or damage to such **Machinery**, electronic data processing equipment or electronic control equipment occasioned by or happening through any cause or event not otherwise excluded herein, which results from any of the events referred to in this exclusion.

17. Any boiler (other than a boiler used for domestic purposes), economiser or other pressure vessel, including pipes, valves and other apparatus thereof, in respect of which a certificate is required to be issued under the terms of any applicable law, occasioned by or arising from explosion, rupture, collapse, bursting, cracking or overheating thereof provided that this exclusion shall be limited to the aforementioned items immediately affected and shall not extend to other property as a result of such loss or destruction or damage.
18. Overhead transmission and distribution lines and their supporting structures of power distributing authorities or companies and telecommunications companies and railway authorities or companies. Provided always that this exclusion shall not apply in respect of the aforesaid lines (and their supporting structures) that extend from the public highway to the **Insured's** premises and are the responsibility of the **Insured**, or any equipment which includes but is not limited to wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment and any equipment of any type which may be attendant to such installations of any description for the purpose of transmission or distribution of electrical power, telephone or telegraphic signals, and all communication signals whether audio or visual which is on or within 1,000 metres of any **Building**.
19. Property left in an unattended vehicle.

B. **Perils Exclusions**

This Section 1 does not cover, and **Great American** shall not be liable for, in respect of or in connection with any loss, damage, costs, expenses or liability directly or indirectly caused by, arising out of, contributed by or in any way connected with:

20. Physical loss, destruction or damage occasioned by or happening through:
- (a) Moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or **Pollution**, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen damage resulting therefrom);



- (b) Wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
- (c) Error or omission in design, plan or specification or failure of design;
- (d) Normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; or
- (e) Faulty materials or faulty workmanship.

Provided that this Special Exclusion 20 (a) to (e) shall not apply to subsequent loss, destruction of or damage to the **Property Insured** occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion.

21. Physical loss, destruction or damage occasioned by or happening through:

- (a) Incorrect siting of buildings consequent upon:
 - (i) Error in architectural design or specification;
 - (ii) Faulty workmanship; or
 - (iii) Non-compliance by the **Insured** (or anyone acting on behalf of the **Insured**) with the necessary permits issued by government, public or local authorities.
- (b) Demolitions ordered by government or public or local authorities due to failure on the part of the **Insured** or their agents to obtain the necessary permits required.

22. Physical loss, destruction or damage occasioned by or happening through:

- (a) Theft of property in the open air;
- (b) Unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the **Insured**;
- (c) Spontaneous combustion; or
- (d) Spontaneous fermentation or heating or any process involving the direct application of heat.

Provided always that this Special Exclusion 22 (c) and (d) shall be limited to the item or items immediately affected and shall not extend to other property damaged as a result of such spontaneous combustion, fermentation, heating or process involving the direct application of heat.

23. Physical loss, destruction or damage occasioned by or happening through:

- (a) (i) Fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting, data corruption, unauthorised amendment of data and erasure by electronic or non-electronic means involving the **Property Insured** by the **Insured** or any employee(s) of the **Insured** whether acting alone or in collusion with any other person(s); or

(ii) Access to the **Insured's** computer system by any person(s) other than the **Insured** or the **Insured's** employee(s) via data communication media that terminates in the **Insured's** computer system.



Provided always that this Special Exclusion 23(a) shall not apply to theft consequent upon forcible and violent entry upon premises or felonious concealment upon premises committed by an employee of the **Insured** or theft of money whilst in transit.

- (b) (i) The cessation of work whether total or partial; or
- (ii) The cessation, interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers.
Provided always that this Special Exclusion 23(b) shall not apply in respect of physical loss, destruction or damage directly caused by strikers, locked out workers or similar persons.

(c) Erosion, subsidence, earth movement or collapse resulting therefrom; or

(d) Kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt threat.

Provided always that this Special Exclusion 23(a) to (d) shall not apply to subsequent loss, destruction or damage to the **Property Insured** occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion.

- 24. Any legal liability of whatsoever nature other than as herein provided.
- 25. Theft not consequent upon actual forcible and violent entry upon the premises where **Property Insured** is located, or any attempt thereat.

SPECIAL MEMORANDA APPLICABLE TO SECTION 1

Except as otherwise specified, this Section is modified by the following Special Memoranda, save that these shall not increase the **Sum Insured** under this Section as stated in the **Schedule** and shall apply in excess of the underlying **Excess**:

1. Additional Location

If the **Insured** acquires or occupies additional **Situation of Risks** in Singapore, cover under this Section shall be extended to such additional **Situation of Risks** for up to ninety (90) days of acquisition and/or first occupation, up to a limit of 10% of the **Sum Insured** or S\$100,000 for each such additional **Situation of Risk**, whichever is lesser. Provided always that:

- (a) The additional **Situation of Risks** is/are of class one construction; and
- (b) Prior to the expiry of the said duration of ninety (90) days, the **Insured** shall declare such **Situation of Risk, Property Insured** and insurable values for endorsement onto the **Policy**, and pays the corresponding pro-rated additional premium calculated from the time of such acquisition and/or first occupation.

2. Appraisalment (Undamaged Property)

If the aggregate claim for any one loss which is covered under this Section does not exceed 5% of the **Sum Insured** or S\$10,000, whichever is the lesser amount in respect of the item or items affected, no special inventory or appraisalment of the undamaged property shall be required.

3. Average

Each and every claim in respect of **Property Insured** under this Section shall be subject to the following condition of average, which is applied separately to each and every such property:



Subject always to the provisions of Memorandum No. 1 (Reinstatement and Replacement) above, if at the time of reinstatement the sum representing eighty-five percent (85%) of the cost which would have been incurred in reinstatement if the whole of such item had been destroyed exceeds the **Sum Insured** in respect of such item under this Section at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against, then the **Insured** shall be considered as being his own insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

4. **Branded Goods and Merchandise**

Any salvage of any branded goods and/or merchandise (whether the **Insured's** own or held by the **Insured** in trust or on commission) and/or goods sold but not delivered shall not be disposed of by sale without the consent of the **Insured**. If such salvage is not disposed of by sale then any damage will be assessed at the value agreed between the **Insured** and **Great American** after any applicable brands, labels or names have been removed by or on behalf of the **Insured**.

If **Great American** elects to take all or any part of such merchandise at the agreed or appraised value, the **Insured** may at his own cost and expense stamp "Salvage" on the merchandise or its containers or may remove or obliterate the brands or labels, provided such stamp removal or obliteration does not physically damage the merchandise and the **Insured** shall re-label the merchandise or containers to meet the requirements of law.

5. **Breach of Provisions**

The **Provisions** of this **Policy** shall apply individually, and not collectively, to each of the risks insured. Any breach of the **Provisions** shall render cover under this Section void in respect of all the risks to which that breach applies but will not cover under this Section in respect of any other risks.

6. **Cancellation**

Great American will notify any interested party described in the **Schedule** of any cancellation of this Section in advance of such cancellation, if instructions have been received for the cancellation of cover under this Section. **Great American** will also notify such interested party as soon as possible of any other material changes which are proposed to be made in the terms of this **Section**.

7. **Constructive Total Loss**

Property Insured will be considered to have suffered **Damage** if it is deemed a constructive total loss.

For the purposes of this Memorandum, there shall be deemed a constructive total loss when the **Property Insured** or any part thereof is reasonably abandoned because:

- (a) Its actual total loss seems unavoidable; or
- (b) It could not be recovered or preserved from actual total loss without an expenditure which would exceed its repaired and/ or recovered value.

For the purposes of this Memorandum, the term 'actual total loss' mean loss, destruction or damage (and not merely **Damage**) of or to the **Property Insured** or any part thereof.

8. **Costs (Extinguishing or Inhibiting Fire)**

Cover under this Section is extended to cover loss of or damage to **Property Insured** as the necessary result of extinguishing or inhibiting the spread of fire or other catastrophe insured under this Section, provided always that **Great American's** liability under this Memorandum shall not exceed S\$100,000.



9. **Costs (Fire Brigade)**

Cover under this Section is extended to cover the costs and expenses necessarily and reasonably incurred by the **Insured**, up to a maximum sum of S\$5,000, for the purpose of extinguishing fire at or in the vicinity of the **Situation of Risks**, or threatening to involve **Property Insured**, or for the purpose of preventing or diminishing imminent damage to **Property Insured** by any other peril insured against under this Section, including to gain access to the **Situation of Risks**, the cost of replenishment of firefighting appliances, and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines.

10. **Costs (Key and Locks Replacement)**

Cover under this Section is extended to cover the costs reasonably incurred by the **Insured** of replacing locks and/or keys and/or combinations up to a maximum sum of S\$5,000, where if as a result of burglary, theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated, and including the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations.

11. **Costs (Landscaping)**

Cover under this Section is extended to cover costs of replacing of landscaping, including rockwork, paving, ornamentation, trees, shrubs, plants and lawns, which is **Damaged** during the **Policy Period**, where such costs are reasonably incurred by the **Insured** as a result of any peril or circumstance insured against under this Section, up to a maximum sum of S\$5,000.

12. **Costs (Re-Erection)**

Cover under this Section is extended to cover the costs of re-erecting, fitting and fixing machinery and plant in consequence of destruction or damage insured under this Section, provided always that **Great American's** liability under this Memorandum shall not exceed 5% of the **Sum Insured** in respect of such **Property Insured**, or S\$10,000, whichever is the lesser.

13. **Costs (Recompiling)**

Cover under this Section is extended to cover the following costs and expenses necessarily and reasonably incurred by the **Insured** following loss or damage to the **Property Insured**:

- (a) To reconstruct and recompile records, but excluding the value of the information contained therein to the **Insured**;
- (b) To extract and compile information from the **Insured's** records as required by **Great American** for the purpose of assessing a claim under this **Policy**, but excluding any legal, investigation and/or research fees or expenses incurred for the purpose of contesting any rejection of cover or liability by **Great American** under this **Policy**.

Provided always that **Great American** shall not be liable and no amount shall be recoverable under this Memorandum if subsequent to the incurrence of any fees or expenses **Great American** shall deny liability for any claim in respect of which such fees or expenses had been incurred (whether with or without the consent of **Great American**), and also provided always that **Great American's** liability under this Memorandum shall not exceed S\$10,000.

14. **Costs (Rewriting)**

Cover under this Section is extended to cover any costs, charges and expenses reasonably incurred by the **Insured** in replacing or restoring documents which have been destroyed, damaged, lost or mislaid, but only for the value of the material and not for their value to the **Insured**. Said documents may consist of deeds,



views, agreements, maps, plans, records, letters, certifications and the like, but bearer bonds, coupons, bank or currency notes or other negotiable papers shall be excluded from cover under this Section.

Provided always that **Great American's** liability under this Memorandum shall not exceed S\$10,000 in excess of the first S\$500, which shall be borne by the **Insured**.

15. Costs (Temporary Accommodation)

Cover under this Section is extended to cover the cost of temporary accommodation reasonably incurred by the **Insured** following **Damage** to premises caused by any peril or circumstance insured against under this Section. Provided always that any single claim resulting from extension of cover under this Memorandum shall be limited to the rentable value of such premises **Damaged** in proportion to the time reasonably necessary for reinstatement, but not exceeding twelve (12) months in respect of any one loss, and up to a maximum sum of S\$5,000.

16. Costs (Temporary Protection)

Cover under this Section is extended extend to cover the cost of temporary protection reasonably necessary for the safety and protection of the premises at the **Situation of Risks** pending repairs or replacement due to loss or damage caused by perils insured under this Section. Provided always that **Great American's** liability under this Memorandum shall not exceed 10% of the **Sum Insured**, or S\$10,000, whichever is the lesser.

17. Contract Price

In the event of loss or damage by any peril covered under this Section causing cancellation of a sale contract under its conditions of sale (whether wholly or to the extent of such loss or damage), **Great American's** liability under this Section for any goods sold but not delivered for which the **Insured** is responsible under such sale contract shall be based on the contract price. For the purpose of calculating average in respect of such goods under this Section, the value of all such goods shall be ascertained on the same basis.

18. Customers' Goods

Where the **Insured** has intimated to its customers that the **Insured** will accept responsibility for any destruction of or damage to goods which are the property of the said customers or for which the said customers may be legally responsible whether manufactured by the **Insured** or not, upon which work is to be, is being or has been done on behalf of customers by the **Insured**, or which may be left in the **Insured's** hands for storage or despatch or otherwise temporarily in the **Insured's** custody, all such goods shall be held under this Section to be the **Insured's Stock** except insofar as they are specifically insured under any other policy of insurance. Provided always that **Great American's** liability in respect of any such goods shall not exceed 10% of the **Sum Insured** or S\$10,000, whichever is the lesser.

19. Customs and Excise Duties

Cover under this Section is extended extend to cover customs, excise and other duties, up to S\$5,000, for which the **Insured** is liable to pay as a result of **Damage**.

20. Damaged Building (Abandoned Undamaged Portion)

Where any **Property Insured** being a building is **Damaged** but not destroyed and due to the requirement of any applicable law or of any local government or other statutory authority, reinstatement of such building has to be carried out upon another site, the abandoned undamaged portion of such building shall be considered as having been destroyed. If, however, the resale value of the original site is increased by virtue of the presence of the abandoned portion of such building, then such increase in resale value shall be regarded as salvage and that amount shall be paid to **Great American** by the **Insured** upon completion of the sale of the site or shall be deducted from the final amount of any sums payable by **Great American** under this **Policy**, whichever shall occur later.



21. **Damage (Electrical Fuses)**

Cover under this Section is extended to cover loss or destruction of or damage to any part or parts of electrical machines, switchboards, installations, or apparatus, forming part of the **Property Insured** (excluding rectifiers, radio, television or amplifying equipment of any description and electric motors in excess of 10HP) and caused by the actual burning out of such part or parts by the electric current therein. Provided always that **Great American's** liability under such extension of cover shall not exceed S\$5,000, and there shall be no cover under this Section for the following:

- (a) Loss of use, depreciation, wear and tear; or
- (b) Loss or destruction of or damage to:
 - (i) Lighting or heating elements, fuses or protective devices; or
 - (ii) Electrical contacts at which sparking or arcing occurs in ordinary working.

22. **Damage by Fire (Electrical Appliances and Installations)**

For the avoidance of doubt, this Section covers loss or damage by fire to any **Property Insured** that is electrical appliances and installations, where such fire arises from or is occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause including lightning, subject to the **Provisions** of this **Policy**. Provided always that this Section shall not cover any 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.

23. **Declared Values**

The schedule of **Declared Values** in respect of each **Situation of Risks** (in accordance with the applicable Basis of Settlement) attaches to and forms part of this **Policy** for the purpose of the application of average relief as provided for under Memorandum No. 1 (Reinstatement and Replacement).

The **Insured** shall complete a statement of **Declared Values** as at both the commencement and end of the **Policy Period**, with the values declared as at the end of the **Policy Period** to include the value of any **Property Insured** acquired after the commencement of the **Policy Period**.

24. **Designation**

For the purpose of ascertaining the classification under this Section of any **Property Insured**, **Great American** will accept the designation applied to such **Property Insured** by the **Insured** in its records, provided that the designation of such property is not specifically excluded under this Section.

25. **Deterioration of Stock**

Great American will indemnify the **Insured** for loss of or damage in accordance with the Basis of Settlement below, up to a limit of S\$2,500.00 per occurrence, to **Stock** whilst contained in cold storage/refrigeration and caused by deterioration or putrefaction occurring during the **Policy Period** at the **Situation of Risks** as a result of:

- (a) **Damage** to refrigeration machinery;
- (b) Operation of or failure to operate, controls or protective devices within refrigeration machinery, but this shall not include loss caused by the manual operation or manual setting of controls or protective devices;
- (c) Contamination of the stored stock by the accidental escape of refrigerant into the cold chamber; or



- (d) Sudden leakage of refrigerant from refrigeration machinery or pipe systems forming part of refrigeration machinery.

Provided always that:

- (i) This Memorandum shall not apply if there is any separate insurance covering deterioration of such **Stock**.
- (ii) A **Time Excess** of 12 hours shall apply, for which period there shall be no cover under this Memorandum.
- (iii) This Memorandum does not cover and **Great American** shall not be liable in respect of any:
- A. Loss or damage due to shrinkage, inherent defects or diseases;
 - B. Loss or damage caused by improper storage, collapse of the packing material or storage structure;
 - C. Penalties for delay or detention or consequential loss or damage or liability of any nature whatsoever; or
 - D. Loss or damage following loss of public power supply including the deliberate act of any public power supply authority or decision by any public power supply authority to restrict or withhold supply or shortage of power generation fuel or water condition.

Basis of Settlement

Great American shall pay the cost of replacement of the lost or damaged stock calculated immediately prior to the loss or damage occurring, but will not pay more than the **Sum Insured** stated in the **Schedule** for the **Stock** less the applicable **Excess** of S\$250, and the amount of each claim otherwise payable shall be reduced by the applicable **Excess** of S\$250.

26. **Display or Exhibition**

Cover under this Section is extended to cover loss of or damage to the **Property Insured** whilst on display or exhibition within Singapore, up to a maximum sum of S\$25,000. Provided always that any such extension of cover pursuant to this Memorandum for **Property Insured** whilst left in the open is limited to loss or damage caused by fire or lightning only.

27. **Drainage**

Cover under this Section is extended to cover the cost of clearance of drains, including expenses incurred in clearing and/or repairing drains, gutters, sewer and the like, at the **Situation of Risks**, where such costs are incurred as a result of any peril or circumstance insured against under this Section, up to a maximum sum of S\$5,000.

28. **Election to Claim Indemnity Value**

Where a valid claim is made under this Section, the **Insured** may elect to claim the **Indemnity Value** of the **Property Insured** and, if so, **Great American** will pay that value or may with the agreement of the **Insured** replace, repair or rebuild the **Property Insured** or any part in accordance with the applicable Basis of Settlement and the provisions of Memorandum No. 1 (Reinstatement and Replacement) and Memorandum No. 2 (Extra Cost of Reinstatement) above.



29. **Enquiries**

Cover under this Section is extended to cover any legal liability on the part of the **Insured** to make enquiries consequent upon or as a result of **Damage** to **Property Insured** under this Section, up to a maximum sum of S\$5,000.

30. **Errors and Omissions/Misdescription**

Cover under this Section shall not be prejudiced by any unintentional and/or inadvertent omissions, errors, or incorrect valuation or description of the interest, risks or property insured under this Section, provided always that notice is given to **Great American** as soon as practicable upon discovery by the **Insured** of any such omission, error, or incorrect valuation or description, and subject to the **Insured** paying the corresponding additional premium arising therefrom.

31. **Expediting Expenses**

Cover under this Section is extended to cover the expediting of reinstatement or repair of the **Property Insured** including (but not limited to) identifying and locating the source of the **Damage**, penalty rates for wages during overtime shift, night, Sunday or holiday working, payment for carriage by express passenger fast goods or other rail or road transport, for carriage by air freight where such costs are incurred as a result of any peril or circumstance insured against under this Section, up to a maximum sum of S\$25,000.

32. **Extended Coverage (Additional Contents)**

Notwithstanding any Special Exclusions above, cover under this Section is extended to include:

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding S\$1,000;
- (b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up and not for the value to the **Insured** of the information contained therein and for an amount not exceeding S\$1,000 in respect of any one document, manuscript or business book;
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **Insured** of the information contained therein for an amount not exceeding S\$1,000;
- (d) Patterns, models, moulds, plans and designs for an amount not exceeding S\$1,000 in respect of any one pattern, model, mould plan or design;
- (e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding S\$1,000 in respect of any one employee.

33. **Falling Trees**

Cover under this Section is extended to cover accidental loss of or damage to the **Property Insured** caused by falling trees(s), provided always that **Great American's** liability under this Memorandum shall not exceed S\$250 per occurrence.

34. **Fees Payable to Public Authorities**

Cover under this Section is extended to cover any fee, contribution or other impost payable to any government, local government or other statutory authority, up to a maximum sum of S\$5,000, where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any **Building(s)** covered under this Section. Provided always that **Great American** shall not be liable for payment



of any fines and/or penalties imposed upon the **Insured** by any such government, local government or other statutory authority.

35. **Full Theft**

Cover under this Section is extended to cover **Damage** to the **Property Insured** due to **Full Theft**, provided always that **Great American's** liability under this Memorandum shall not exceed 20% of the total **Sum Insured**, or S\$100,000, whichever is the lesser, for any one occurrence unless otherwise stated. However, there shall be no cover and **Great American** shall not be liable under this Memorandum for any loss or damage:

- (a) Falling within the **Excess**;
- (b) Caused by the **Insured** or anyone acting on the express or implied authority of the **Insured**, being induced by any fraudulent scheme, trick, device or false pretence to part with title or possession of any property;
- (c) Due to mere disappearance, or any shortage disclosed during inventory check;
- (d) Caused by any employee of the **Insured**; or
- (e) To property left in the open.

36. **Hazardous Goods**

Unless otherwise specifically provided for in this **Policy**, hazardous goods usual to the **Insured's** trade and/or business are allowed to be stored in quantities and manner as permitted by any applicable law.

37. **Heating and Power**

Unless otherwise specifically provided for in this **Policy**, the use of electric, gas and other lighting, heating and power usual to the **Insured's** trade and occupation is allowed as permitted by any applicable law.

38. **Hire Purchase/Leasing Agreement**

Where applicable as stated in the **Schedule**, it is understood and agreed that the owners/lessors specified in the **Schedule** are the owners of the **Property Insured** under this Section, and that such **Property Insured** is the subject of a hire purchase/leasing agreement made between the owners/lessors and the **Insured**.

Any payment made in respect of loss or damage to the said **Property Insured** (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Section shall be made to the owner/lessors as long as they are the owners of the **Property Insured** and their receipt of payment shall be full and final discharge by **Great American** in respect of such loss or damage.

Notwithstanding any provision in the said hire purchase/leasing agreement to the contrary, this **Policy** is issued to the **Insured** as the principal party and not as agent or trustee for the owners/lessors and nothing herein shall be construed as constituting the **Insured** as agent or trustee for the owners/lessors, or as an assignment (whether legal or equitable) by the **Insured** to the owner/lessors of the **Insured's** rights, benefits and claims under this **Policy** and further, nothing herein shall be construed as creating any right or cause of action in favour of the owners/lessors against **Great American** whatsoever.

39. **Inland Transit**

Great American will indemnify the **Insured** for loss of or damage to goods belonging to the **Insured** or for which the **Insured** is legally responsible whilst in the normal course of transit by road anywhere within the



territorial limits specified in the **Schedule**, in accordance with the Basis of Settlement below, up to a limit of S\$5,000 per **Policy Period**, as a result of:

- (a) Collision, overturning or jack-knifing of the conveying vehicle;
- (b) Fire, **Flood**, lightning or explosion;
- (c) Theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a vehicle containing the Insured's goods;
- (d) Malicious damage; or
- (e) Impact to the goods with any external object except when that object is on or part of the conveying vehicle.

Provided always that:

- (i) This Memorandum shall not apply if there is any separate insurance covering inland transit of goods.
- (ii) Cover under this Memorandum commences from the time such goods leave the **Insured's** place of storage for commencement of transit, continues during the ordinary course of transit, and terminates upon delivery to the destination or consignee's premises within the territorial limits specified in the **Schedule**.
- (iii) An **Excess** of S\$500 is applicable to each and every claim under this Memorandum.
- (iv) This Memorandum does not cover and **Great American** shall not be liable in respect of any loss or damage to, caused by, arising from or due to the following:
 - A. Money, stamps, cheques, securities and documents of all kinds, jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them;
 - B. Explosives, petroleum products in bulk, gas in bulk or goods of a dangerous nature;
 - C. Cigarettes, tobacco, wines, spirits or other alcoholic beverages;
 - D. Glass, earthenware, china, marble or other brittle articles;
 - E. Livestock;
 - F. Personal property of directors, partners and employees of the **Business**;
 - G. Live or fresh plants;
 - H. Wilful misconduct of the **Insured**;
 - I. Ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the goods;
 - J. Insufficiency or unsuitability of packing or preparation of the goods;



- K. Inherent vice or nature of the goods;
- L. Scratching, chipping, denting or cracking;
- M. Dislodgement of goods as a result of contact by conveying vehicle with roadway curbing, road humps, traffic islands and similar protuberances or uneven road surfaces;
- N. Theft by or in collusion with any of the **Insured's** employees;
- O. Electrical or mechanical derangement unless caused by collision, overturning, derailment or burning of the conveyance;
- P. Delay, loss of market, consequential loss of any kind, depreciation or deterioration; or
- Q. Any loss from an unattended vehicle unless when securely locked at night and parked within the compound of the **Insured's** premises.

Basis of Settlement

Great American shall pay, in respect of each item of property:

- (a) For goods sold, the **Insured's** invoice value;
- (b) For goods purchased, the purchase price as shown on the invoice;
- (c) For all other goods, including plant transfers, the applicable market value.

40. **Internal Removal**

In the event that any **Property Insured** is removed from one building to another at the **Situation of Risks** and the **Insured** inadvertently fails to notify **Great American** of such removal, cover for such **Property Insured** shall follow any such removal, with necessary adjustments being made to the applicable **Sum Insured** and premium payable by the **Insured** as soon as the oversight is discovered, taking effect from the date of such removal.

41. **Labour**

In the case of any loss or damage to the **Property Insured**, it shall be lawful and necessary for the **Insured** and its agents, servants and assigns to take measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this Section, including but not limited to safeguarding the recovery of the **Property Insured**. Any such measures shall be without prejudice to cover under this Section, and the acts of the **Insured** or **Great American** in recovering, saving and/or preserving the **Property Insured** in case of loss shall not be considered a waiver or acceptance of abandonment. When expenses are incurred pursuant to this Memorandum, **Great American** shall only bear such expenses that the amount insured hereunder bears to the value of the **Property Insured**, the balance of which shall be borne by the **Insured**.

42. **Landlord**

Cover under this Section shall not be prejudiced by any act or neglect of the occupier of any **Building** whereby the risk of destruction or damage covered under this Section is increased without the authority or knowledge of the **Insured**, provided always that notice is given to **Great American** as soon as practicable upon discovery by the **Insured** of any such act or neglect, and subject to the **Insured** paying the corresponding additional premium that **Great American** may require.



43. **Landslip and Subsidence**

Cover under this Section is extended to cover loss of or **Damage to Property Insured** directly caused by landslip and or subsidence arising from **Flood** only, and such loss or **Damage** shall be deemed to be caused by fire or any other peril covered under this Section.

Provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed the **Sum Insured**;
- (b) The **Property Insured** shall be maintained in a good and substantial state of repair; and
- (c) There shall be no cover under this Memorandum for the following:
 - (i) The costs of repairing, cleaning or making good drains or water courses;
 - (ii) Consequential loss of any description whatsoever; or
 - (iii) The first S\$5,000 in respect of each and every loss, for which sum the **Insured** shall bear.

44. **Leakage of Liquids**

Cover under this Section is extended to cover destruction of or damage to **Property Insured** directly caused by the leakage or spillage of liquids of any kind and/or other substances. Provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed the **Sum Insured**;
- (b) All other insurance covering the **Property Insured** in question shall be extended concurrently and in the same manner;
- (c) There shall be no cover under this Memorandum for the first S\$500 in respect of each and every loss, for which sum the **Insured** shall bear.

45. **Lessee's Clause**

Cover under this Section shall not be prejudiced by any act or neglect of the lessee, mortgagor, or occupier of any **Building** whereby the risk of destruction or damage covered under this Section is increased without the authority or knowledge of the **Insured**, provided always that notice is given to **Great American** as soon as practicable upon discovery by the **Insured** of any such act or neglect, and subject to the **Insured** paying the corresponding additional premium that **Great American** may require.

46. **Loss Notification**

Cover under this Section shall not be prejudiced by any inadvertent delay on the part of the **Insured** in notifying **Great American** of any circumstances or events giving rise or likely to give rise to a claim under this Section.

47. **Loss of Rent**

In the event that the **Buildings** are unfit for occupation as a result of loss of or damage to **Property Insured** which is covered under this Section, **Great American** will, subject always to the **Provisions**, indemnify the **Insured** for loss of up to 1 months' rental, up to a maximum of S\$10,000.



48. **Loss Payee**

The receipt of any payment by **Great American** in respect of a claim under this Section by an interested party as stated in the **Schedule**, as their interest may appear, shall be deemed a valid and conclusive discharge of **Great American's** liability under this **Policy** in respect of such claim.

49. **Minor Alterations and Repairs**

Workmen are allowed in on or about the premises of the **Situation of Risks** to carry out minor alterations and repairs that do not exceed 10% of **Sum Insured** or S\$100,000 whichever is the lesser amount, without prejudice to the terms of this **Policy**.

50. **Mortgage**

Any payment in respect of a claim under this Section in respect of loss or damage shall be made by **Great American** to the bank, institution or firm specified in the **Schedule** as mortgagee(s) or assignee(s) of mortgage interest(s) to the extent of their interest.

Cover under this Section, insofar as it concerns the specified interest of the mortgagee(s) or assignee(s) only, shall not be invalidated by any act or neglect of the mortgagor or owner of the **Property Insured**, nor by anything which increases risk being done to upon or in any **Building** without the knowledge of the mortgagee(s) or assignee(s). Provided always that the mortgagee(s) or assignee(s) shall notify **Great American** of any change of ownership, alteration or increase of hazard not permitted under this Section as soon as practicable upon discovery of the same, and shall on demand pay any corresponding additional premium that **Great American** may require.

Upon receipt of any payment by **Great American** to the mortgagee(s) or assignee(s) for any sum in respect of a claim for loss or damage under this Section, **Great American's** liability to the mortgagee(s) or assignee(s) shall immediately cease, and **Great American** shall immediately be legally subrogated to all rights of the mortgagee(s) or assignee(s) to the extent of payment in respect of such claim, who shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by **Great American** for the purpose of effecting such subrogation, but such subrogation shall not impair the right of the mortgagee(s) or assignee(s) to recover the full amount of their claim.

Provided always that, as between **Great American** and the mortgagor or owner of the **Property Insured**, nothing in this Section shall in any way constitute or be deemed to constitute any waiver of, prejudice to or affect any rights which **Great American** may have against the mortgagor or owner of the **Property Insured** or reduce any obligations which may be imposed on the mortgagor or owner of the **Property Insured** either by or under this **Policy** or by any law. All such rights and obligations as between **Great American** and the mortgagor or owner of the **Property Insured** shall remain in full force and effect.

Great American's right to cancel cover under this Section in accordance with the **Provisions** is reserved, but in the event of such cancellation cover under this Section shall continue and be in force for the benefit only of the mortgagee(s) or assignee(s) for a period of 10 days from notice being given to the mortgagee(s) or assignee(s) of such cancellation, after which such cover under this Section shall immediately cease.

51. **New Storage Location**

Cover under this Section is extended to cover storage outside the **Situation of Risks**, in class one construction buildings anywhere in the Republic of Singapore, provided always that **Great American's** liability under this Memorandum shall not exceed 10% of the **Sum Insured** in respect of such location or S\$100,000 whichever is the lesser, and provided always that the **Insured** shall have declared to **Great American** details of such location within 60 days of occupying the premises at such location.



52. **No Control**

Cover under this Section shall not be prejudiced by any failure by the Insured to comply with any **Provisions** in respect of this Section, including the warranties or conditions endorsed hereupon, in respect of any portion or area of the **Situation of Risks** over which the **Insured** has no control.

53. **No Control (Negligence)**

Cover under this Section shall not be prejudiced by any act or neglect of any person other than the **Insured**, where such act or neglect is not within the control of the **Insured**.

54. **Non-Invalidation**

Cover under this Section shall not be prejudiced by any change of occupancy or increase of risk taking place in respect of the **Property Insured** without the **Insured**'s knowledge, provided always that notice is given to **Great American** as soon as practicable upon discovery by the **Insured** of any such change of occupancy or increase of risk, and subject to the **Insured** paying the corresponding additional premium that **Great American** may require.

55. **Notice of Acquisition**

If any Notice of Acquisition as regards the **Situation of Risks** is issued by the Singapore Land Authority or any other relevant government authority at any time before or after the issuing of this **Policy**, cover under this Section for such **Situation of Risks** will cease on the date of such Notice of Acquisition or this **Policy**'s inception date whichever is the later and in such event **Great American** shall refund to the **Insured** a ratable proportion of the premium for the remainder of the **Policy**.

56. **Outdoor Fittings**

Cover under this Section is extended to cover any loss of or damage to any awnings, blinds, signs or outdoor fixtures or fittings of any description, of the **Property Insured**. Provided always that **Great American**'s liability under this Memorandum shall not exceed S\$1,000, whichever is the lesser, unless otherwise expressly stated.

57. **Payment on Account**

Subject always to Special Memorandum 50 (Mortgage), in the event of the occurrence of a loss covered under this Section, **Great American** will upon the request of the **Insured** make payment on account of the **Insured** in respect of such loss.

58. **Permissions**

For the avoidance of doubt, the **Insured** shall be permitted to:

- (a) Conduct the **Business** at the **Situation of Risks** at any or all hours;
- (b) Use the **Building** for any other occupancy which is not more hazardous than the occupancy agreed at the time of inception of the current **Policy Period**. Provided always that the **Insured** shall notify **Great American** in writing of such change in or addition use of occupancy as soon as practicable;
- (c) Make all alterations, additions or repairs to **Property Insured** that the **Insured** may deem necessary for the **Insured**'s use;
- (d) Following the occurrence of loss or damage which may be covered under this Section, immediately begin repair of **Damaged Property Insured**, provided always that such repair works shall at all times be open to examination and supervision by **Great American**, and in the event of any dispute arising



regarding the reasonable cost of such repair, such loss shall be determined in accordance with the terms of this Section. Provided always also that the sole reason for this entitlement is to avail to the **Insured** the prompt use of any **Damaged Property Insured** for the proper operation of the **Business** and to enable determination of policy liability and actual loss amount.

59. **Personal Effects**

Great American will pay for costs necessarily and reasonably incurred in the repair or replacement of personal property (including money and tools of trade) belonging to directors, council members, students, voluntary workers, visitors and employees of the **Insured** and the property of welfare, sport and social clubs of the **Insured** which are **Damaged** during the **Policy Period**, where such personal property is either at the **Situation of Risks** or outside the **Situation of Risks** whilst in transit to anywhere in Singapore. Provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed S\$5,000; and
- (b) With regard to personal property belonging to directors, council members, students, voluntary workers, visitors and employees of the **Insured**:
 - (i) Cover under this Memorandum shall apply insofar as such property is not otherwise insured under any other policy of insurance; and
 - (ii) Where **Damage** to such property takes place beyond the **Situation of Risks**, cover under this Memorandum shall only apply if the directors, council members, students, voluntary workers, visitors and/or employees are on authorised business of the **Insured**.

60. **Portable Electronic Equipment**

Cover under this Section is extended to cover costs of repairs to or replacement of the **Insured's** portable electronic equipment excluding mobile phones, if they are destroyed or damaged, anywhere in the world. Provided always that **Great American** shall not be liable for:

- (a) Loss or damage caused by faults or defects existing at the time of commencement of this **Policy**;
- (b) Loss or damage as a consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- (c) Loss or damage for which the manufacturer and/or supplier is responsible;
- (d) Loss of or damage to rented or hired equipment for which the lessor, owner or hirer is responsible either by law or under a lease and/or maintenance agreement; or
- (e) Consequential loss or liability of any kind.

Great American's liability under this Memorandum shall not exceed S\$5,000.

61. **Premises/Outbuildings**

Cover under this Section is extended to cover **Property Insured** whilst in or on platforms, alleys, yards, outbuildings, walls, gates and fences, extensions, annexes, exterior staircase, fuel installation, steel or iron framework and tanks and/or in the open air on or at the **Situation of Risks**. Provided always that cover under this Memorandum for **Property Insured** whilst left in the open is limited to loss or damage caused by fire or lighting only, and provided always that **Great American's** liability under this Memorandum shall not exceed S\$25,000.



62. Professional Fees

Cover under this Section is extended to cover the reasonable professional fees and costs of architect, surveyors, consultant engineers' fees (not exceeding those authorised or deemed reasonable under the scales of the various institutions and/or bodies regulating such fees prevailing at the time of the loss or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon the loss or damage to the **Property Insured** by an insured peril (but not such fees for preparing a claim).

Great American's liability for such fees and costs under this Memorandum shall not exceed 10% of the **Indemnity Value** or S\$250,000, whichever is the lesser, unless otherwise expressly stated.

63. Property Insured (Alteration, Addition or Improvement)

Cover under this Section is extended to cover any alteration, addition or improvement to the **Property Insured** (excluding **Stock** and/or merchandise). Provided always that **Great American's** liability under this Memorandum shall not exceed 10% of the total **Sum Insured** or S\$250,000, whichever is the lesser, unless otherwise expressly stated.

64. Public Authorities

Cover under this Section is extended to cover any direct loss or damage to the **Property Insured** caused by acts of destruction executed by order of any public authority at the time of and only during a conflagration to retard the spread thereof, provided however that such conflagration was caused by the perils insured under this Section, and subject always to the **Provisions** of this **Policy**. Provided always that **Great American** shall not be liable for any sum greater than it would have been liable had the loss been caused by a peril insured against under this Section.

65. Reinstatement (Additional Cost)

Cover under this Section is extended to cover the additional cost of reinstatement of any destroyed or damaged **Buildings** as may be incurred solely by reason of needing to comply with any building or other regulation or any applicable law. Provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed 10% of the **Sum Insured**, or S\$250,000, whichever is the lesser.
- (b) **Great American** shall not be liable in respect of:
 - (i) The cost incurred in complying with any of the aforesaid regulations or laws in respect of which:
 - A. Destruction or damage occurred prior to the effective date of this Memorandum;
 - B. Destruction or damage is not covered under this Section;
 - C. Notice has been served upon the **Insured** to comply prior to the occurring of the destruction or damage; or
 - D. Is to do with undamaged property or undamaged portions of the property.
 - (ii) Any additional cost incurred to make good the damaged or destroyed **Building** to a condition equal to its condition when new had the **Insured** not been required or compelled to comply with any of the aforesaid regulations or laws.



- (iii) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Building** or by the owner thereof by reason of compliance with any of the aforesaid regulations or laws.
- (c) Reinstatement works must be commenced and carried out with reasonable dispatch and must in any event must be completed within twelve (12) months from destruction or damage having occurred, or within such further extended time as **Great American** may during the aforesaid period of twelve (12) months allow in writing, and may be carried out wholly or partially at another site (if aforesaid regulations or laws so necessitate or allow) subject always to **Great American's** liability under this Section not being thereby increased.
- (d) If **Great American's** liability under this Section in respect of a **Building** (apart from this Memorandum) is reduced by the application of any **Provisions** of this **Policy**, then **Great American's** liability under this Memorandum in respect of any such **Building** shall be proportionately reduced.

66. **Reinstatement (Automatic)**

Cover under this Section shall be automatically reinstated in the event of any loss covered under this Section, in consideration of the payment by the **Insured** of the additional premium calculated and pro-rated on the amount of the loss covered and settled under this Section at the rate(s) agreed for the **Policy Period**, provided always that such automatic reinstatement shall only apply once in respect of any such loss.

67. **Removal of Debris**

Cover under this Section is extended to cover the costs of removing **Debris**, demolition and any other temporary repairs necessary (including the **Insured's** legal liability for the cost of removal of **Debris**, demolition and temporary repairs in respect of adjoining premises, roadways or waterways as well as on site), arising from or in connection with the destruction of or damage to **Property Insured** which is covered under this Section. Provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed 10% of the **Sum Insured**, or S\$100,000, whichever is the lesser, unless otherwise expressly stated;
- (b) Such costs are not recoverable under any other policy of insurance;
- (c) Cover under this Memorandum shall not apply to or include liability assumed by the **Insured** under any agreement entered into after the commencement date of the **Policy Period** unless such liability would have nonetheless attached to the **Insured** in the absence of such agreement.
- (d) Cover under this Memorandum shall not apply to any liability that the **Insured** may incur as a consequence of **Pollution** of any kind.

68. **Riot and Strike**

Cover under this Section is extended to cover loss or damage to **Property Insured** directly caused by riot or strike, meaning:

- (a) 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 otherwise), not being an occurrence falling within General Exclusion 1 (War, Terrorism, Strikes, Riots and Civil Commotion).
- (b) The action of any lawfully constituted authority in suppressing or attempting to suppress or minimise the consequences of such disturbance.



- (c) The wilful act of any striker or locked out worker performed in furtherance of a strike or in resistance to a lock-out.
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent or minimise the consequence of any such aforesaid acts.

Provided always that:

- (i) Cover under this Memorandum shall not extend to the following:
 - A. Loss of earnings, loss of 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 retarding 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.

Provided that in respect of sub-paragraphs (i)(C) and (D) above, this shall not exclude cover for any physical damage to the **Property Insured** occurring before or during temporary dispossession, which is otherwise covered under this Section.

- (ii) **Great American** shall not be liable for loss or damage which at the time of happening of such loss or damage is covered under or would, but for the existence of this Memorandum, be covered by any other policy of insurance.
- (iii) Cover under this Memorandum may at any time be terminated by **Great American** by notice to the **Insured**, in which event **Great American** will repay a rateable proportion of the premium paid by the **Insured** for the unexpired term of this Memorandum. There shall be no return of such premium paid by the **Insured** should cover under this Memorandum be terminated by the **Insured**.

69. **Services**

Cover under this Section pertaining to "*machinery*" and "*equipment*" is extended to include telephone, gas, water and electric instruments, meters, piping, cabling and the like, and accessories thereof including similar property in adjoining yards or roadways or for which the **Insured** is responsible. Provided always that cover under this Memorandum for **Property Insured** whilst left in the open is limited to loss or damage caused by fire or lighting only

70. **Smoke Damage**

Cover under this Section is extended to cover destruction of or damage to **Property Insured** (whether by fire or otherwise) directly caused by smoke due to a sudden unusual and faulty operation of any heating or cooking unit only when such unit is connected to a chimney by a smoke pipe or vent pipe while in or on the described premises but not smoke from fire places or industrial apparatus.

Provided always that any such destruction or damage shall be deemed to be caused by fire covered under this Section.



71. Spontaneous Combustion

Cover under this Section is extended to cover loss of or damage to **Property Insured** caused by its own spontaneous combustion.

72. Sprinkler Leakage

Cover under this Section is extended to cover loss or damage to **Property Insured** directly caused by water discharged or leaking from the automatic sprinkler installation installed within that part of the **Situation of Risks** but excluding damage to the said installation, provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed 25% of the **Sum Insured**, or \$500,000, whichever is the lesser.
- (b) Any such loss or damage shall be deemed to be caused by fire covered under this Section.
- (c) Such discharge or leakage of water is accidental and not occasioned by or happening through or as the result of:
 - (i) Heat caused by fire;
 - (ii) Repairs or alterations to buildings or premises;
 - (iii) Repair, removal or extension of the automatic sprinkler installation;
 - (iv) The order of the government or of any municipal local or other competent authority; or
 - (v) Explosion, the blowing-up of buildings or blasting.
- (d) The **Insured** shall at all times take all reasonable steps to prevent damage to the automatic sprinkler installation and, so far as his responsibility extends, maintain the automatic sprinkler installation including the automatic external alarm signal in efficient and working condition. In the event of any discharge or leakage from the said automatic sprinkler installation the **Insured** shall do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property Insured**.
- (e) The **Insured** shall give **Great American** advance notice of and seek **Great American's** permission in writing before commencing any changes, repairs or alterations to the automatic sprinkler installation.
- (f) **Great American** shall have access to the **Situation of Risks** at all reasonable times for the purposes of inspection and if **Great American** notifies the **Insured** of defects in the construction or condition of the automatic sprinkler installation requiring alteration or repair **Great American** may also at its option by notice in writing suspend cover under this Memorandum until such alteration or repair is made by the **Insured** and approved by **Great American**.
- (g) Cover under this Section shall by virtue of this Memorandum in no way be extended to cover loss by reason of any ordinance or law regulating the construction or repair of buildings.

73. Subrogation Waiver

Great American agrees to waive its rights by subrogation against:



- (a) Any corporation or organization (including its directors, officers, employees or servants) owned or controlled by any **Insured** named herein or **Subsidiary Companies** to any **Insured** named herein or any co-owner of the **Property Insured**; or
- (b) Any **Insured** named or described in the Schedule (including its directors, officers or employees).

74. **Subsidiary Companies**

Cover under this Section is extended to include **Property Insured** located in Singapore belonging to companies and/or other organisations in which a controlling interest is formed, purchased or acquired by the **Insured** during the currency of the **Policy**, subject always to the **Insured** declaring details of such formation, purchase or acquisition within a reasonable period following the date of such formation, purchase or acquisition, and provided always that the business of the new acquisition is similar to the **Business**.

For the purposes of this Memorandum a controlling interest shall, in the case of a company, mean the carrying of shares more than fifty percent (50%) of votes capable of being cast at a general meeting of ordinary shareholders in such company.

75. **Temporary Removal**

Cover under this Section is extended to cover loss or damage to **Property Insured** 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 within the Republic of Singapore.

Great American's liability under this Memorandum in respect of the **Property Insured** so removed shall not exceed the amount which would have been payable had the loss or damage occurred in that part of the **Situation of Risks** from which the **Property Insured** was temporarily removed, and shall in any event not exceed 10% of the **Sum Insured**.

Cover under this Section shall not include the following property if and so far as it is otherwise covered under any other policy of insurance, nor does it include stock and merchandise of every description, nor as regards losses occurring elsewhere than at the premises to which the property is temporarily removed:

- (a) Motor vehicles and motor chassis;
- (b) Property (other than machinery and plant) held by the **Insured** on trust.

76. **Tenant's Improvement**

Cover under this Section is extended to cover the **Insured's** interest as a tenant in improvements, structural alterations and additions, decorations and fixtures as **Property Insured**, for the **Sum Insured** as stated in the **Schedule**. Provided always that **Great American** shall not be liable in respect of any amounts for which the **Insured** has a right to recover from the owner of the building.

77. **Theft Inclusion**

Cover under this Section is extended to cover the theft to **Property Insured** during and after the occurrence of a fire. Cover under this Memorandum shall cease immediately upon the **Insured** having access to the **Situation of Risks** after a fire.

78. **Third Parties**

Only the insurable interest of lessors, financiers, trustees, mortgagees, owners, and all other parties specifically noted in the records of the **Insured** shall be automatically included without notification or specification to **Great American**, with the nature and extent of such interest to be disclosed to **Great American** in event of **Damage to Property Insured**.



Where this Section covers the interest of more than one party, any act or neglect of a party will not prejudice the rights of the remaining party or parties, provided always that the remaining party or parties shall immediately upon becoming aware of any act or neglect which could result in an increase in the risk of **Damage to Property Insured**, give notice in writing to **Great American** and pay such additional premium as the **Great American** may require.

79. Underground Pipes

Cover under this Section is extended to cover physical damage to underground pipes at the **Situation of Risks** resulting from any peril covered under this Section, provided the pipes are listed in the **Schedule as Property Insured** under this Section and belong to the **Insured** or others to whom the **Insured** is responsible.

80. Undamaged Ancillary and/or Peripheral Equipment

In the event of destruction of plant and/or machinery covered under this Section, but its ancillary and/or peripheral equipment is not destroyed but upon replacement of the destroyed plant and/or machinery the ancillary and/or peripheral equipment is rendered superfluous, then such equipment shall be deemed to be destroyed and its salvage value shall be payable to **Great American** by the **Insured** upon completion of any sale or shall be deducted from the total amount otherwise payable by **Great American** under this Section, whichever shall occur later.

81. Undamaged Foundations

In the event of Damage to any **Property Insured**, being a building or an installation constructed on its own foundations, covered under this Section, but its foundations are not destroyed, and due to the requirement of any law or of any local government or statutory authority reinstatement of the building has to be carried out at another site, the abandoned foundations shall be considered as having been destroyed. If, however, the resale value of the original building site is increased by virtue of the presence of the abandoned foundations, then such increase in resale value shall be regarded as salvage and that amount shall be paid to **Great American** by the **Insured** upon completion of the sale of the site, or shall be deducted from the total amount otherwise payable by **Great American** under this Section, whichever shall occur later.

82. Vehicle Load

Cover under this Section is extended to cover loss or damage to any load left overnight in the **Insured's** vehicles, including containers, whilst such vehicles are located within the **Situation of Risks**. Provided always that:

- (a) **Great American's** liability under this Memorandum shall not exceed S\$10,000; and
- (b) **Great American** shall not be liable for any loss or damage which at the time of occurrence is covered under or would, but for the existence of this Memorandum, be covered by any other policy of insurance, except for any excess beyond the amount which would have been payable under any such other policy had this Memorandum not been in effect.



SECTION 2 - BUSINESS INTERRUPTION

COVER

Subject to the **Insured** having paid to **Great American** the **Premium** and subject to the **Provisions**, if any building or any other property or any part thereof used by the **Insured** at the risk **Situation of Risks** for the purpose of the **Business** is physically lost, destroyed or damaged by any cause or event not excluded under this Section (collectively, "**Damaged**") during the **Policy Period**, as a direct result of which the **Insured's Business** is interrupted or interfered with during the **Policy Period**, **Great American** will indemnify the **Insured** for any loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement below.

Provided always that **Great American** shall not be liable for any loss under this Section unless:

- a. The **Insured's** property lost, destroyed or damaged is insured against such **Damage** (save for loss arising out of destruction or damage by explosion of any sanitary installation, economizer, steam boiler, boiler, or boiler vessel or any other apparatus which is intended to operate under internal pressure due to steam); and
- b. The insurer by which such property is insured shall have paid for, or admitted liability in respect of such **Damage**, unless no such payment shall have been made or liability shall not have been admitted therefore solely owing to the operation of a provision in such insurance excluding liability for loss below a specific amount.

SPECIAL DEFINITIONS APPLICABLE TO SECTION 2

In this Section 2, the following words shall have the following meanings:

"**Annual Turnover**" means the **Turnover** during the twelve (12) months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

"**Gross Profit**" means the amount by which the sum of the **Turnover** and the amount of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the **Uninsured Working Expenses**.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the **Insured's** normal accountancy methods, due provision being made for depreciation.

"**Gross Revenue**" means the money paid or payable to the **Insured** for services rendered (and goods sold, if any) in the course of the **Business** at the **Situation of Risks** (including but not limited to grants or other revenue derived from research and/or development projects).

"**Indemnity Period**" means the period beginning with the occurrence of the **Damage** and ending not later than the number of months or weeks specified in the **Schedule** thereafter, during which the results of the **Business** shall be affected in consequence of the **Damage**.

"**Item Insured**" means the item shown in the **Schedule** which is more specifically described in the Basis of Settlement. Cover shall only apply in respect of those items specified in the **Schedule**.

"**Rate of Gross Profit**" means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred,



so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

“**Shortage in Turnover**” means the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the part of the **Standard Turnover** which relates to that **Indemnity Period**.

“**Standard Turnover**” means the **Turnover** during that period in the twelve (12) months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** (appropriately adjusted where the **Indemnity Period** exceeds twelve (12) months), to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

“**Standard Gross Revenue**” means the **Gross Revenue** during that period in the twelve (12) months immediately before the date of the **Damage**, which corresponds with the **Indemnity Period** (appropriately adjusted where the **Indemnity Period** exceeds twelve (12) months), to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

“**Turnover**” means the money (less discounts, if any allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the **Business** at the **Situation of Risks**.

“**Uninsured Working Expenses**” means:

- a) 100% purchases (less discount received);
- b) Carriage packing and freight;
- c) Bad debts; and
- d) Any other item specified in the **Schedule** (if any).

The words and expressions used in this definition of **Uninsured Working Expenses** shall bear the meaning usually attached to them in the books and accounts of the **Insured**.

BASIS OF SETTLEMENT

Cover under this Section shall be in accordance with the applicable Basis of Settlement and/or Memoranda below, as specified in the Schedule.

1. Gross Profit

The insurance under this item is limited to loss of **Gross Profit** due to (a) reduction in **Turnover** and (b) increased Cost of Working under Basis of Settlement 3 below, as follows:

- (a) In respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Turnover**;
- (b) In respect of increased Cost of Working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which, but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**,



but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction in **Turnover** thereby avoided;

Less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**.

Provided that if the declared value of **Gross Profit** at the commencement of each **Policy Period** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or where the **Indemnity Period** exceeds twelve (12) months, the proportionate multiple thereof), the amount payable hereunder shall be proportionately reduced.

2. Gross Revenue

The insurance under this item is limited to loss of **Gross Revenue** as follows:

- (a) In respect of loss of **Gross Revenue**, the sum by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Revenue**;
- (b) In respect of increased Cost of Working under Basis of Settlement 3 below, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided;

Less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

Provided that if the declared value of **Gross Profit** at the commencement of each **Policy Period** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or where the **Indemnity Period** exceeds 12 months, the proportionate multiple thereof), the amount payable hereunder shall be proportionately reduced.

3. Increased Cost of Working

The insurance under this item is limited to additional cost of working and expense, as follows:

- (a) The additional expenditure (including the cost of moving to and the additional rent of temporary premises, additional rates and taxes thereon and expenses incurred in equipping the said premises to make them suitable for the **Insured's Business**, cost in respect of lighting, heating, air-conditioning and water, and cost in respect of additional staff and overtime and allowances for meals to existing staff) reasonably incurred by the **Insured** in order to minimise any interruption or interference as aforesaid with the **Business** during the **Indemnity Period**.
- (b) Any other additional expenses (limited to the additional cost of obtaining, owing to the **Damage**, the necessary information for the replacement of all records of the **Business**, including deeds, documents, plans, drawings, specifications, valuations, card indices and books of account) necessarily and reasonably incurred by the **Insured** in consequence of any interruption or interference with the **Business** during the **Indemnity Period**.

In the event of loss to which this Basis of Settlement 3 applies, **Great American's** liability shall not exceed (i) more than 50% of the **Sum Insured** hereunder in respect of such additional expenditure arising in the first three (3) months following the date of the **Damage**, or (ii) more than 20% of the **Sum Insured** in respect of additional expenditure in any one month thereafter.

For the purposes of this item, the definition of "**Indemnity Period**" shall be amended to mean the period beginning with the occurrence of the **Damage** and ending not later than the period stated in the **Schedule**, during which the extra costs and expenditure aforesaid are incurred in consequence of the **Damage**.



4. Weekly Benefit/Rental Income

Where weekly benefit/rental income is stated as applicable in the **Schedule**, the amount payable as indemnity shall be the amount of weekly benefit/rental income as specified in the **Schedule** multiplied by the actual number of weeks or pro-rated for the part thereof the **Insured's Business** is totally suspended from operation but subject to the maximum **Indemnity Period** stipulated in the **Schedule**. Provided always that this Basis of Settlement 4 shall not apply and no payment shall be made if the damaged or destroyed property is not rebuilt, repaired or replaced.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 2

In addition to the General Exclusions in this **Policy**, this Section 2 does not cover, and **Great American** shall not be liable for, in respect of or in connection with any loss, damage, costs, expenses or liability directly or indirectly caused by, arising out of, contributed by or in any way connected with:

1. Property & Perils Exclusions

Any of the matters or causes excluded under Section 1 (Property All Risks) of this **Policy**.

2. Transmission & Distribution Lines

Overhead transmission and distribution lines and their supporting structures of power distributing authorities or companies and telecommunications companies and railway authorities or companies.

Provided that this special exclusion shall not apply in respect of the aforesaid lines (and their supporting structures) that extend from the public highway to the **Insured's** premises and are the responsibility of the **Insured**, or any equipment which includes but is not limited to wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description for the purpose of transmission or distribution of electrical power, telephone or telegraphic signals, and all communication signals whether audio or visual which is on or within 1,000 metres of any insured structure.

Any public utilities extensions and/or suppliers extensions and/or contingent business interruption coverage are not subject to this special exclusion, provided that these are not part of a transmitters' or distributors' insurance policy.

SPECIAL MEMORANDA APPLICABLE TO SECTION 2

Except as otherwise specified, this Section is modified by the following Memoranda, save that these shall not increase the Sum Insured under this Section as stated in the Schedule and shall apply in excess of the underlying **Excess**:

1. Accumulated Stocks

In adjusting any loss under this Section, account shall be taken and equitable allowance made if any **Shortage in Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

2. Books of Account

Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by **Great American** for the purpose of investigating or verifying any claim under this Section may be produced and certified by the **Insured's** auditors, whose certificate shall be prima facie evidence of the particulars and details to which such certificate relates. The words and expressions used in this memorandum shall have the meanings usually attached to them in the books and accounts of the **Insured** unless otherwise defined in this Section.



3. **Departmental Clause**

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provision of Basis of Settlement 1 (Gross Profit) and Basis of Settlement 2 (Gross Revenue) shall apply separately to each department affected by the **Damage**.

4. **Material Damage Excess Waiver**

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of **Damage** that payment shall have been made or liability admitted under the insurance covering the interest of the **Insured** on the property at the premises against such **Damage** if no such payment shall have been made nor liability admitted, solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

5. **New Business**

In the event of **Damage** occurring at the **Situation of Risks** before the completion of the first year's trading of the **Business** from commencement of trading, the definitions of **Rate of Gross Profit**, **Annual Turnover** and **Standard Turnover** applicable or corresponding to such **Damage** shall be amended to read as follows:

<p>Rate of Gross Profit means:</p> <p>The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Damage...</p>	<p>... to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the Indemnity Period after the Damage.</p>
<p>Annual Turnover means:</p> <p>The proportional equivalent, for a period of twelve (12) months of the Turnover realised during the period between the commencement of the Business and the date of the Damage...</p>	
<p>Standard Turnover means:</p> <p>The proportional equivalent, for a period of twelve (12) months of the Turnover realised during the period between the commencement of the Business and the date of the Damage...</p>	

6. **Payment on Account**

In the event of the occurrence of a loss covered under this Section, **Great American** will on the **Insured's** request make interim partial payment to the **Insured** under this Section in respect of any loss which has been quantified in accordance with this Section and admitted by **Great American**.

7. **Prevention of Access**

Loss covered under this Section resulting from interruption of or interference with the **Business** in consequence of damage to property in the vicinity of the **Situation of Risks** caused by a peril, damage as a result of which is insured hereunder, which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the **Insured** therein shall be damaged or not, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the **Situation of Risks**.



8. Public Utilities Extension

Any loss resulting from interruption or interference with the **Business** in consequence of damage to property caused by a peril, damage as a result of which is insured hereunder, at any electricity station or sub-station, gas works or water works of a public supply undertaking which is situated on or immediately adjacent to the premises shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the **Situation of Risks**. Provided that **Great American** shall not be liable for any loss incurred by the **Insured** during the first forty-eight (48) hours from the occurrence of such **Damage**.

9. Salvage Sale

If, following **Damage** giving rise to a claim under this Section, the **Insured** shall hold a salvage sale during the **Indemnity Period**:

- (a) Sub-paragraph (a) of Basis of Settlement 1 (Gross Profit) shall, for the purpose of such claim, be amended to read as follows:

*In respect of **Reduction in Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the **Standard Turnover**, from which shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.*

- (b) The definition of **Shortage in Turnover** shall, for the purpose of such claim, be amended to read as follows:

*"**Shortage in Turnover**" means the amount by which the **Turnover** during a period (less the **Turnover** for the period of salvage sale) shall, in consequence of the **Damage**, fall short of the part of the **Standard Turnover** which relates to that period, from which shall be deducted from the payroll paid during the period of the salvage sale.*

10. Turnover Elsewhere after Damage

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at the **Situation of Risks** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period**.

11. Turnover/Output Alternative

At the option of the **Insured** the term "Output" may be substituted for the term "**Turnover**" and for the purpose of this Section:

*"**Output**" means the sale and/or invoice value of goods manufactured and/or processed by the **Insured** in the course of the **Business** at the **Situation of Risks**.*

Provided always that only one such meaning shall operate in connection with any one event involving **Damage**.

If the term "**Output**" is used, Memorandum 10 (Turnover Elsewhere after Damage) shall be amended to read as follows in respect of any claim under this Section to which the term applies:

*If during the **Indemnity Period** goods shall be manufactured and/or processed other than at the **Situation of Risks** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the sale and/or invoice value of the goods so manufactured and/or processed shall be brought into account in arriving at the **Output** during the **Indemnity Period**.*



SECTION 3 – MONEY

COVER

Subject to the **Insured** having paid to **Great American** the **Premium**, and subject to the **Provisions** and applicable sub-limits, **Great American** will indemnify the **Insured** against physical loss of or damage to **Money** during the **Policy Period** belonging to the **Insured** and connected with the **Business**, up to an amount not exceeding in any one **Policy Period** cumulatively and in the aggregate the **Sum Insured** under this Section as stated in the **Schedule**, whilst:

1. In transit anywhere in Singapore carried by the **Insured** or any of the **Insured's** authorised employees.
2. In the building(s) at the **Situation of Risks** during business hours and outside business hours in locked cash registers, locked drawers or receptacles.
3. In the building(s) at the **Situation of Risks** whilst contained in locked safe or locked strong-room.
4. At the named authorised employees' residence as specified in the **Schedule**.

The sub-limit in respect of **Money** in the building(s) at the **Situation of Risks** outside business hours in locked cash registers, locked drawers or receptacles is 50% of the **Sum Insured** or S\$2,500, whichever is lower.

The sub-limit in respect of **Money** at the named authorised employees' residence as specified in the **Schedule** is S\$500.

SPECIAL DEFINITIONS APPLICABLE TO SECTION 3

In this Section 3, the following words shall have the following meanings:

"Business Hours" means the **Insured's** office hours and the working hours (including overtime) during which the **Insured** or the **Principals** or employees entrusted with the **Insured's Money** are at the premises for the purpose of the **Business**.

"Principals" means executive officers of the **Insured** and the **Insured's** directors but only whilst acting in their capacity as executive officers or directors.

"Money" means current coin, bank notes, currency notes, cheques, postal notes, money orders, bank drafts, credit cards, sales vouchers, current postage and revenue stamps, promissory notes, postage and revenue franking tickets or other redeemable vouchers, the **Insured's** own or the property of others in the **Insured's** custody or control.

SPECIAL EXCLUSIONS TO APPLICABLE SECTION 3

In addition to the General Exclusions in this **Policy**, this Section 3 does not cover, and **Great American** shall not be liable for, in respect of or in connection with:

1. loss due to shortage resulting from clerical or accounting error, or omission, or due to depreciation in value, or to the use of counterfeit money, or to error in receiving or paying out.
2. loss or damage not discovered within seven (7) working days of the loss of or damage to such **Money**.
3. loss from or damage whilst in an unattended vehicle.



4. loss or damage to **Money** carried by professional money carriers, professional carriers, professional couriers or common carriers.
5. loss or damage by or through any dishonest or fraudulent act of the Insured, or any member of the **Insured's** family or the **Principals** or any other person or persons employed or otherwise authorized by or in the service of the **Insured**, whether acting alone or in collusion with others.
6. loss from a safe or strong room or other depository opened by a key and/or by use of details of a combination, unless the keys or combination are obtained by threat or violence.
7. loss or damage to **Money** resulting in consequential loss or damage of any kind.
8. loss or damage to **Money** entrusted to any person other than the **Insured**, the **Principals** or employees.

SPECIAL CONDITIONS APPLICABLE TO SECTION 3

The following conditions apply to this Section 3 in addition to the General Conditions in this **Policy**:

1. The **Insured** shall keep in his/her/its books a proper cashier record of all the **Money**. The **Insured** shall at all times allow **Great American** to inspect such books and shall at **Great American's** request supply **Great American** with an accurate statement of all the **Money** for the period which **Great American** requires.
2. The **Insured** shall immediately notify **Great American** if there is any material change, or change in circumstances likely to give rise to a change, in the risks covered by this Section and provide to **Great American** at the **Insured's** own expense as particular an account as may be reasonably practicable of such change.

Upon such notification, **Great American** may adjust the **Provisions** and/or charge additional premium as **Great American** in its sole discretion determines appropriate in the circumstances or may notwithstanding General Condition 15 (Cancellation), immediately cancel this **Policy** and return to the **Insured** a proportionate part of the premium corresponding to the unexpired **Policy Period**. No material change shall be made or admitted by the **Insured** whereby the risk is increased, unless the continuance of this **Policy** is confirmed in writing by **Great American**.

In the event of a failure to comply with this Condition, **Great American** shall be entitled to repudiate any claim under this Section arising out of or in respect of such material change or change in circumstances.

3. Upon the happening of any event giving rise or likely to give rise to a claim under this Section, the **Insured** shall:
 - (a) immediately make a report to the police and notify **Great American**;
 - (b) take all practicable steps to discover any guilty person or persons and to recover any **Money** lost; and
 - (c) within 7 days (or such further time as **Great American** may in writing allow) deliver to **Great American** a claim in writing and supply all such detailed proofs and particulars as may be required.
4. The **Insured** shall at the **Insured's** own expense take all reasonable precautions for the safety and protection of **Money** insured under this Section and shall comply with all reasonable recommendations which **Great American** may (but shall not be obliged to) give to prevent loss or damage.
5. The **Insured** shall keep in his/her/its books a proper record of all the **Money** in transit (including the names of all employees and the amount of wages, salaries or other earnings paid to them). The



- Insured** shall at all times allow **Great American** to inspect such books and shall at **Great American's** request supply **Great American** with an accurate statement of all the **Money** in transit for the period which **Great American** requires.
6. All locks, bolts, intruder alarms and other protective devices in respect of the **Insured's** premises on or at which **Money** is stored shall be in full operation during any time such premises are closed for business. Every intruder alarm system installed on such premises shall be properly inspected and maintained during the **Policy Period**.
 7. The **Insured** shall immediately notify and forward to **Great American** any written notice received from the relevant authorities or the police that their response to alarm signals from the **Insured's** premises on or at which **Money** is stored may be withdrawn.

SPECIAL MEMORANDA APPLICABLE TO SECTION 3

Except as otherwise specified, this Section is modified by the following Memoranda, save that these shall not increase the **Sum Insured** under this Section as stated in the **Schedule** and shall apply in excess of the underlying **Excess**:

1. **Armed Robbery**
This Section is extended to cover loss of or damage to **Money** resulting from armed robbery and/or during hold-up.
2. **Damage to Safe or Strong Room**
This Section is extended to cover loss of or damage to the **Insured's** locked safe or strong room resulting directly from any attempt to remove the contents of such locked safe or strong room, up to a sub-limit of S\$500.
3. **Key**
This Section does not cover loss from a safe or strong room following use of a key, duplicate thereof or combination code belonging to the **Insured** unless this has been obtained by threat or by violence to any person, theft and/or break-in of the premises.
4. **Replacement of Keys and/or Locks**
This Section is extended to cover costs of (i) replacing locks, keys and/or combinations where if as a result of burglary, theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated; and (ii) opening safes and/or strong rooms as a result of theft of keys and/or combinations; up to a sub-limit of S\$5,000.
5. **Money in Pre-Paid Cards**
This Section is extended to cover loss of balance of monetary value stored in pre-paid value cards kept at the **Insured's** premises up to a sub-limit of S\$100.
6. **Personal Accident Benefits**
This Section is extended to cover a maximum of two of the **Insured's** employees within the age limits of 16 and 65 years inclusive (hereinafter called the '**Insured Person**') who during the **Policy Period** shall suffer bodily injury sustained as a result of robbery or attempted robbery, hold-up or attempted hold-up, whilst **Money** in transit is in their personal custody (which injury shall be the sole and direct cause of death or disablement as described in the Table of Compensation) in which event **Great American** will pay to the **Insured** in trust for the **Insured Person** (or in the event of death, for the personal representatives of the **Insured Person**) compensation upon the basis of and in accordance with the Table of Compensation as follows:



TABLE OF COMPENSATION

S/N	Event	Benefit
A.	Death	S\$10,000
B.	Permanent Total Disablement entirely preventing the Insured Person from being gainfully employed	S\$10,000
C.	Total Loss by physical severance at or above the wrist or ankle of one or more limbs	S\$10,000
D.	Total and irrecoverable loss of all sight in one or both eyes	S\$10,000

Provided that any of S/N A, B, C and/or D must occur within twelve (12) calendar months of the event giving rise to the bodily injury.

7. **Accumulation**

This Section is extended to increase the maximum limit of liability for any one claim and accumulate up to 50% of **Sum Insured** as stated in the **Schedule** or S\$50,000, whichever is lesser, two (2) weeks before and after Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day.

8. **Money carried by Principals**

This Section is extended to cover **Money** carried by **Insured's Principals** anywhere in the world up to a sub-limit of S\$5,000.

9. **Automatic Reinstatement**

The cover under this Section shall be automatically reinstated in the event of any loss covered under this Section, in consideration of the payment by the **Insured** of the additional premium calculated and pro-rated on the amount of the loss covered and settled under this Section at the rate(s) agreed for the **Policy Period**, provided always that such automatic reinstatement shall only apply once in respect of any such loss.



SECTION 4 – FIDELITY GUARANTEE

COVER

Subject to the **Insured** having paid to **Great American** the **Premium**, and subject to the **Provisions**, **Great American** will indemnify the **Insured** against all loss of money, negotiable instrument or goods belonging to the **Insured**, up to an amount not exceeding in any one **Policy Period** cumulatively and in the aggregate the **Sum Insured** specified in the **Schedule**, as the **Insured** shall sustain by theft, fraud or dishonesty committed by an **Employee** of the **Insured**, provided that the loss:

- (a) Occurs during the **Policy Period**; and
- (b) Is discovered within 12 months of:
 - (i) the expiry of the **Policy Period**, or
 - (ii) the death, retirement, resignation or dismissal of the **Employee**,whichever shall first occur.

SPECIAL DEFINITIONS APPLICABLE TO SECTION 4

Employee(s) means a person:

- (a) employed under a contract of service with or an apprenticeship to the **Insured**; or
- (b) hired or seconded from any other party into the service of the **Insured**,

whom the **Insured** has the right at all times to govern, control and direct in the performance of work or services in the course of the **Business** but shall exclude any broker, factor, commission agent, consignee, contractor or any other agent or any partner in or any director of the **Insured** (except any partner or director who is also an employee of the **Insured** or has been seconded into the employ of the **Insured** in a manner falling within sub-paragraphs (a) or (b) above of these Definitions).

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 4

In addition to the General Exclusions in this **Policy**, this Section 4 does not cover, and **Great American** shall not be liable in respect of or in relation to any loss of money, negotiable instruments or goods belonging to the **Insured**:

1. Exceeding the **Sum Insured** for this Section specified in the **Schedule** in respect of any one **Employee** notwithstanding that the act or acts of fraud or dishonesty were committed by the **Employee** during more than one policy period covered by this **Policy** or any other policy or policies written by **Great American**.
2. Arising from any act or acts of fraud or dishonesty committed by an **Employee** after the **Insured** has:
 - (a) knowledge or information of any act or acts of fraud or dishonesty by such **Employee**; or
 - (b) reasonable cause for suspicion of any such act or any want of integrity on the part of such **Employee**,whether committed whilst in the employ of the **Insured** or not.
3. That is not reported to **Great American** within thirty (30) days of the discovery of any act of fraud or dishonesty on the part of any **Employee** or any other matter in respect of which a claim under this **Policy** may arise.



4. If the occupation or duties of the **Employee** are changed or the remuneration of the **Employee** is or was reduced.
5. If any precautions and/or checks for securing accuracy of accounts are not duly observed by the **Insured**.
6. For any consequential loss whatsoever.
7. For more than one claim under this Section in respect of any act or acts by any one **Employee**.

SPECIAL CONDITIONS APPLICABLE TO SECTION 4

The following conditions apply to this Section 4 in addition to the General Conditions in this **Policy**:

1. The **Insured** must make all reasonable enquiries as to the honesty and good character of each **Employee** prior to employing him/her and shall satisfy **Great American**, if so required, that all such enquiries had been made.
2. Any money of any **Employee** in respect of whom a claim is made under this Section which is in the hands of the **Insured**, and any moneys which but for any act of fraud or dishonesty committed by an **Employee** would have been due to that **Employee** from the **Insured**, shall be deducted from the amount of the loss before any claim is made under this Section. The **Insured** and **Great American** shall share any other recovery (excluding the proceeds of any insurance, reinsurance and any counter security taken by **Great American**) made by either in respect of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
3. Upon the **Insured** discovering, having any knowledge of or having any reasonable suspicion of any loss or any act of any **Employee** that may give rise to a claim against **Great American** under this Section, the **Insured** shall:
 - (a) immediately notify **Great American** of the extent and circumstances of the loss and/or act (as the case may be) together with the name of the **Employee(s)** discovered or suspected;
 - (b) take all practical steps to mitigate any loss and/or to recover any monies or property lost including immediately reporting to the police and any other relevant authority or agency;
 - (c) deliver to **Great American** within 3 months of the **Insured** discovering, having knowledge or having reasonable suspicion of the loss as aforesaid, a written statement of claim, and supply without cost to **Great American** all such further particulars and proofs (verified by statutory declaration, if required) as **Great American** may require; and
 - (d) if so required by **Great American**, and at **Great American's** expense, use all diligence in prosecuting or assisting to prosecute any person to conviction for any criminal conduct in respect of which a claim is made under this Section.
4. In the event of the **Sum Insured** being reduced by the amount of any claim payable under this Section, the **Sum Insured** may be reinstated by payment of appropriate additional premium, provided that the amount by which the **Sum Insured** is reinstated shall be available only in respect of acts of fraud or dishonesty committed after such reinstatement. Any reinstatement in **Sum Insured** must be agreed in writing by **Great American**.

SPECIAL MEMORANDA APPLICABLE TO SECTION 4

Except as otherwise specified, this Section is modified by the following Memoranda, save that these shall not increase the **Sum Insured** under this Section as stated in the **Schedule** and shall apply in excess of the underlying **Excess**:



1. **Auditors' Charges** (sub-limit S\$5,000)

Cover under this Section is extended to include any reasonable charges payable by the **Insured** to the **Insured's** auditors for producing and certifying any particulars or details contained in the **Insured's** books of account or other business books or document or such other proofs, information or evidence as may be required by **Great American** under the terms of this **Policy**.

2. **Automatic Additions & Deletions**

This Section provides for the automatic inclusion of any new **Employee** on joining the **Insured's** employment for an amount of the **Sum Insured** not exceeding the amount for similar occupational category of insured **Employees** in accordance with the **Schedule** of **Insured's Employees** and the automatic deletion of any existing insured **Employees** on leaving the **Insured's** employment provided due notification is made to **Great American** within thirty days from date of such employment or termination of employment.

3. **Unidentified Employee**

If the **Insured** is unable to attribute any loss which is alleged to have occurred to a specific **Employee** or specific **Employees**, such loss will nonetheless be covered under this Section provided that the **Insured** is able to provide conclusive evidence that such loss was due to the fraud or dishonesty of one or more of the **Insured's Employees**.



SECTION 5 – WORK INJURY COMPENSATION

COVER

1. This Section (hereinafter called the “Policy”) is issued by Great American Insurance Company, Singapore Branch (the “Company”) as an approved policy under the Work Injury Compensation Act 2019.

INTERPRETATION

2.
 - (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 this 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 and in the course of the employee’s employment with the Insured; and
 - (ii) occurs during the Period of Insurance; or
 - (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee’s employment with the Insured during the Period of Insurance.
 - (9) References to “the employee’s employment with the Insured” in this 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 “Estimated Annual Earnings” in this Policy mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other employers and known to the Insured) during the 12 months starting on the Commencement Date of the Policy.
 - (12) References to “Past Annual Earnings” of the Insured 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.
 - (13) A word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
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 insofar 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(10) 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 of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.



JURISDICTION

7. (1) This 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.

RECOVERY FROM INSURED

8. (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 of the Business or Job Category or Category of Employee 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 or Category of Employee stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category or Category of Employee stated in this Schedule.

EXCEPTIONS

9. (1) The Company shall not be liable in respect of —
 - (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
 - (b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or



indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (ii) any act of terrorism including but not limited to —
 - (A) the use of threat of force, 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) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;
 - (f) any claims based upon or arising out of asbestosis and mesothelioma.
- (2) Clause 9(1)(d) of this 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.

CONDITIONS

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

(6) Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this 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.

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

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



- (9) The Insured must notify the Company immediately if the Nature of the Business or Job Category or Category of Employee as described in the Schedule has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the changes in the Nature of the Business or Job Category or Category of Employee and the date of the change.

Where the Insured corrects an inaccuracy in the description of the Nature of the Business or Job Category or Category of Employee in the Schedule by notifying the Company of the change, the Company may adjust the premium to an amount reasonably payable for the Insured's risk profile applicable to its proper description of the Nature of the Business or Job Category or Category of Employee.

- (10) The Company may cancel this 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 \$25 by the Insured.

- (11) 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 one arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against the Company.
- (12) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act to enforce any of its terms.

DATA GOVERNANCE

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

PREMIUM ADJUSTMENT AND DECLARATION OF EARNINGS

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

UNDERINSURANCE AND AVERAGE CONDITION

13. (1) If the Estimated Annual Earnings declared by the Insured are less than the Past Annual Earnings, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Estimated Annual Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly.
- (2) In the event the Company is required to make any payment to the claimant by virtue of its obligations under the Legislation, the Company shall pay the claimant the compensation in full but reserves the right of recovery of the rateable proportion of the liability mentioned in clause 13(1).



PREMIUM PAYMENT WARRANTY

14. (1) Despite anything in this 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.

POLICY OWNERS' PROTECTION SCHEME

15. 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

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

SPECIAL MEMORANDA APPLICABLE TO SECTION 5

1. Increase in Limit for Medical Expenses

It is hereby declared and agreed that the Company's liability under this Section in respect of any medical expenses as provided under the Legislation shall not exceed S\$50,000 for any one claim or series of claims arising out of one event for each employee.



2. Common Law

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

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

This extension does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this extension, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

3. Business Travel

Cover under this Section is extended to cover personal injury by accident to the Insured's employees arising out of and in the course of his or her employment whilst travelling anywhere in the world in connection with the Business.

4. Social and Recreational Activities

Cover under this Section is extended to cover personal injury by accident to the Insured's employees sustained during social and recreational activities organised by the Insured and conducted within Singapore.

5. To and From Work Extension

For the purposes of cover under this Section, the following events shall be deemed to be arising out of and in the course of employment when occurring on a working day:

- (a) When the employee is temporarily absent from the place of employment during any meal breaks, within Singapore;
- (b) When the employee is travelling between his/her place of residence within Singapore and place of employment and any other place within Singapore for the purpose of his/her employment; and



- (c) When the employee is travelling between his or her place of employment and place of residence, all within Singapore.

Provided always that:

- (i) There is no substantial interruption or deviation from the journey which is unconnected with the employee's employment.
- (ii) No cover is provided under this extension if the employee is travelling on a two-wheeler vehicle.
- (iii) The Company's liability under this Section shall not exceed S\$20,000 for any one claim or series of claims arising out of one event for each employee and S\$300,000 in the aggregate.

6. Vocational Training

Cover under this Section is extended to cover personal injury by accident to the Insured's employees sustained whilst undergoing vocational trainings organised by the Insured, whether in Singapore or overseas.

SPECIAL CONDITIONS APPLICABLE TO SECTION 5

1. Non-Contribution

If, at the time of any loss, destruction, damage or liability, there is any other insurance indemnifying any person or Insured(s) who are entitled to be indemnified under the Policy, this Policy is not to be called upon in contribution and, without prejudice to any other term in the Policy, this Policy shall only pay any amount if and so far as not recoverable under such other insurance.

2. Contingent Liability Clause

Without prejudice to any other term in the Policy, this insurance does not cover loss, destruction, damage or liability which is insured or would, but for the existence of this, be insured by any other 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.



SECTION 6 – PUBLIC LIABILITY

COVER

1. **Public Liability**

Subject to the **Insured** having paid to **Great American** the **Premium**, and subject to the **Limit of Indemnity** and the **Provisions**, **Great American** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as compensatory damages in respect of:

- (a) **Personal Injury**; and/or
- (b) **Property Damage**;

happening within the **Territorial Limit** during the **Policy Period** neither expected nor intended from the standpoint of the **Insured** in connection with the **Business**.

2. **Legal Costs and Expenses**

Subject to the **Limit of Indemnity** and the **Provisions**, and with respect to the coverage afforded by this Section, **Great American** will have the right but no obligation and without prejudice to **Great American's** rights and defences under this **Policy** to defend in the name of and on behalf of the **Insured** any **Suit** or **Claim** against the **Insured** which is covered under this Section even if such **Suit** or **Claim** is groundless, false or fraudulent, and in respect of any such **Suit** or **Claim**:

- (a) **Great American** may also conduct such investigations and negotiations and enter into such settlements as **Great American** deems expedient.
- (b) **Great American** will pay:
 - (i) all fixed or taxed costs ordered against the **Insured** under a judgment.
 - (ii) all interest accruing on a judgment made against the **Insured** until **Great American** has paid or tendered payment in respect of such judgment, or made a deposit in court in respect thereof.
- (c) **Great American** will reimburse the **Insured** for all reasonable expenses incurred with **Great American's** prior written consent in investigating, defending and/or settling such **Suit** or **Claim**.

Provided always that:

- (i) **Great American** shall not be obliged to pay on any claim or judgment or to defend any **Suit** or **Claim** after the **Limit of Indemnity** has been exhausted by payment under this Cover No. 2.
- (ii) If any payment exceeding the **Limit of Indemnity** has to be made to dispose of a **Suit** or **Claim**, the indemnity under this Cover No. 2 shall be limited to such proportion that the **Limit of Indemnity** bears to the amount paid to dispose of the **Suit** or **Claim**.

The amounts thus incurred, except payments in settlement of claims, suits and all costs awarded against the **Insured**, are payable by **Great American** in addition to the **Limit of Indemnity**.

3. **Limit of Indemnity**

Great American's maximum liability under this Section, including for legal costs and expenses as provided in Cover 2 (Legal Costs and Expenses), in respect of all **Claims** covered under this Section



arising out of any one **Occurrence** shall not exceed the **Limit of Indemnity** specified in the **Schedule**.

Great American's total cumulative liability in the aggregate under this Section, including for legal costs and expenses as provided in Cover 2 (Legal Costs and Expenses), in respect of all **Occurrences** during any one **Policy Period** shall not exceed the **Limit of Indemnity** specified in the **Schedule**.

SPECIAL DEFINITIONS APPLICABLE TO SECTION 6

In this Section 6, the following words shall have the following meanings:

"Aircraft" means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

"Business" means the **Insured's** business operations and activities described in the **Schedule**, and includes the ownership and/or tenancy or maintenance of the **Insured's** premises, management of canteens social sports and welfare organizations for the benefit of the **Insured's Employees**, and first aid fire and ambulance services.

"Claim" means:

- (a) a written or verbal notice of a demand for compensation made against the **Insured**, or
- (b) a writ, summons or other originating process in respect of court or arbitral proceedings (including any cross claim, counter claim or appeal) issued against the **Insured**.

"Computer" includes, but is not limited to, main frames, mini-computers, servers, desktop laptop mobile portable and handheld computers and computing devices, any other devices dependent upon any microchip or embedded logic whether operating independently or as part of any system plant machine or equipment, and all their components and peripherals.

"Computer Data" means any facts, concepts and information converted to a form usable for communications, interpretation or processing by **Computers** or electronic and electromechanical data processing or electronically controlled equipment and includes programmes, softwares, firmwares and other coded instructions for the processing and manipulation of data or the direction and manipulation of such **Computers** or equipment.

"Computer System" means a **Computer** and all networks, input, output, processing, storage or communication facilities, which are connected, directly or indirectly, to it.

"Computer Virus" means a set of corrupting, harmful, or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a **Computer System** or network of whatsoever nature. **Computer Virus** shall include but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

"Employee" means any person engaged under a contract of service or apprenticeship with the **Insured**, but does not include any person employed under such contract who is excluded from the definition of employee, worker or workman under any Singapore employee, work or workers' compensation legislation.

"Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly arising from, in connection with and/or related to employment or prospective employment of any person or persons by the **Insured**.

"Hovercraft" means any vessel, craft or device made to or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.



"Insured" means only:

- (a) The named Insured specified in the **Schedule**;
- (b) Every director, executive officer, **Employee**, volunteer, work experience student, partner or shareholder of the named Insured but only whilst acting within the scope of their duties in such capacity.
- (c) Every principal, in respect of the liability of such principal arising out of the performance by the named Insured of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement, but limited in all to the extent of coverage and **Limit of Indemnity** in respect of this Section.
- (d) Every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the consent of the **Insured** (other than an Insured designated in (c) and (e) herein in respect of claims arising from their duties connected with the activities of any such club, organisation or service.
- (e) Each partner, joint venturer, co-venturer or joint lessee of the named Insured but only:
 - (i) With respect to liability incurred as the partnership, joint venture, co-venture, joint lessee; an
 - (ii) Provided the partnership, joint venture, co-venture, joint lessee has been notified to the **Great American** within sixty (60) days of formation and has been endorsed in the **Schedule**.
- (f) Any director or senior executive of the named Insured in respect of private work undertaken by the named Insured's **Employees** for such director or senior executive.

"Jurisdiction Country" means a country specified as such in the **Schedule**.

"Limit of Indemnity" means the applicable limit of indemnity for this Section as specified in the **Schedule**.

"Medical Practitioner" means any legally qualified and registered medical practitioner, nurse, dentist and/or first aid attendant.

"Occurrence" means an occurrence or series of occurrences, including continuous or repeated exposure to the same or substantially the same general conditions, which results in **Personal Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**.

"Personal Injury" means bodily injury (including death and disability), disease or illness, shock, fright, mental anguish, or mental injury happening within the **Territorial Limit**.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to any smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed).

"Product" means anything (but excluding real property or property rented to or lent for the use of others but not sold) manufactured, grown, extracted, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by the **Insured** (including packaging or containers) in the course of the **Business** and after ceasing to be in the **Insured's** physical or legal control.

"Property Damage" means:

- (a) physical damage to tangible property happening within the **Territorial Limit**.



- (b) loss of use of tangible property within the **Territorial Limit** which is not physically damaged, lost or destroyed provided such loss of use is caused by an **Occurrence**.

“**Suit**” means civil proceedings in a court of a **Jurisdiction Country** in respect of a **Claim** covered under this Section made or issued against the **Insured**.

“**Territorial Limit**” means anywhere within the Republic of Singapore unless otherwise specified in the **Schedule**.

“**Tool of Trade**” means a **Vehicle** which has a tool or plant forming part of, attached to, or used in connection with it while such tool or plant is engaged on a work site. Tool of Trade does not include any **Vehicle** whilst travelling to or from a work site, or **Vehicles** that are used to carry goods to or from any premises.

“**Vehicle**” means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

“**Watercraft**” means any vessel, craft or thing made to or intended to float on or in or travel on or through or under water.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 6

In addition to the General Exclusions in this **Policy**, this Section 6 does not cover, and **Great American** shall not be liable (including in respect of legal costs and expenses as provided in Cover 2 (Legal Costs and Expenses) of this Section) for, in respect of or in connection with any loss, damage, costs, expenses or liability directly or indirectly caused by, arising out of, contributed by or in any way connected with:

1. Contractual

- (a) Any obligation or liability assumed by the **Insured** under any agreement or contract, except to the extent that:
- (i) the obligation or liability would have been implied or imposed by law in the absence of the contract or agreement.
 - (ii) the obligation or liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges the **Insured** to effect insurance in respect of the subject matter of that contract.
- (b) Any liability of the **Insured** where the **Insured** may have been able to recover from another party but for an agreement between the **Insured** and such party where the **Insured** has waived, released or abandoned any right of recovery or recourse against such other party.

2. Employment

- (a) **Personal Injury** suffered by an Employee arising out of and in the course of employment by the **Insured**.
- (b) Any liability the **Insured** may have in respect of **Personal Injury** sustained by any person who is, pursuant to any employee, work or workers' compensation, disability benefits or unemployment compensation law or any similar law, deemed or defined to be an employee of the **Insured**.
- (c) Any liability in respect of which the **Insured** is entitled to seek indemnity under any contract of insurance required to be taken out pursuant to any employee, work or workers' compensation, disability benefits



or unemployment compensation law or any similar law, whether or not the **Insured** is party to such contract of insurance.

- (d) Any liability imposed under the provisions of any employee, work or workers' compensation, disability benefits or unemployment compensation law or any similar law, or any industrial award or agreement or determination.
- (e) **Employment Practices.**

This Special Exclusion shall apply regardless of whether the **Insured** incurs such liability as an employer or in any other capacity, and regardless of whether the **Insured** is liable to contribute to or share in payment of any compensation with, or pay or repay, a party who has paid or is liable to pay any compensation in connection with the **Personal Injury**.

3. Aircraft, Watercraft and Hovercraft

- (a) **Products** which the **Insured** knew or had reasonable cause to believe would be, or are installed or used or stored in or on any **Aircraft**, other aerial device, **Watercraft** or **Hovercraft**.
- (b) Damage to any **Aircraft**, **Watercraft** or **Hovercraft** in consequence of the condition or unsuitability of any jetty, pier, berth, dock or mooring.
- (c) The ownership, possession or use by or on behalf of the **Insured** of, or any work on which is being undertaken or has been undertaken by the **Insured** to, any **Aircraft**, **Watercraft** or **Hovercraft**.
- (d) The ownership, use, maintenance, possession, operation, legal control, loading or unloading by the **Insured** or on behalf of the **Insured** of:
 - (i) any **Watercraft**, except where such **Watercraft** is owned and operated by others and used by the **Insured** for **Business** entertainment, provided always that such **Watercraft** is less than 8 metres long.
 - (ii) any **Hovercraft** or **Aircraft**.
 - (iii) any property used for the purpose of an airport or any **Aircraft** landing strip.

4. Vehicles

Any ownership, possession, operation, or use by the **Insured** of any **Vehicle** which is registered or which is required under any applicable law to be registered, and in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any applicable law (whether or not that insurance is effected).

Provided that this Special Exclusion shall not apply to:

- (a) **Property Damage** arising out of and during the loading or unloading of goods to or from any **Vehicle**;
- (b) **Property Damage** caused by or arising from the operation or use of any **Vehicle** which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by the **Insured** within the confines of the **Insured's** premises.
- (c) **Property Damage** caused by or arising out of the use of:
 - (i) any **Vehicle** whilst being used as a **Tool of Trade**;
 - (ii) plant forming part of the **Insured's** **Vehicle** being used as a tool operating at any worksite;

but this Special Exclusion shall apply to **Property Damage** caused by or arising whilst the **Vehicle** is transporting or carting goods.



5. Interference

Any assault, abuse, molestation or interference of any person or attempt thereof committed or alleged to have been committed by an **Insured**.

6. Faulty Workmanship

Performing, completing, correcting, improving, testing or commissioning any work done or undertaken by the **Insured** or the costs thereof.

7. Products

Defects or deficiencies in a **Product** or to its harmful nature or unsuitability, other than:

- (a) **Products** sold or supplied at or from a canteen provided by the **Insured** primarily for the use of **Employees** of the **Insured**.
- (b) **Personal Injury** caused by or alleged to be caused by food or drink or by anything contained in food or drink supplied by the **Insured**.

8. Loss of Use

Loss of use of tangible property which has not been physically damaged or lost or destroyed resulting from:

- (a) a delay in or lack of performance by the **Insured** or on behalf of the **Insured** of any contract or agreement.
- (b) the failure of a **Product** to meet the level of performance, quality, fitness or durability expressed or impliedly warranted or represented by the **Insured** but this shall not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Product** after such **Product** has been put to its intended proper use by any party other than the **Insured**.

9. Defamation, Libel and Slander

Any libel, slander or other defamatory statement, publication or utterance.

10. Information Technology

- (a) Any total or partial misinterpretation, alteration, corruption, destruction, distortion, erasure, theft, misappropriation or other loss of or damage to **Computer Data**, any **Computer System**, information repository, microchip, integrated system or similar device in any **Computer** equipment or non-**Computer** equipment.
- (b) Any total or partial inability or failure to receive, send, access or use **Computer Data** for any time or at all.
- (c) Any loss of use or functionality, whether partial or entire, of **Computer Data**, any **Computer** or any **Computer System**.
- (d) Any error in creating, amending, entering, directing, deleting or using **Computer Data**, any **Computer** or any **Computer System**.
- (e) Any functioning, non-functioning, improperly functioning, availability or unavailability of:
 - (i) any **Computer** or **Computer System**;



- (ii) the internet or similar facility;
 - (iii) any intranet or private network or similar facility; or
 - (iv) any website, bulletin board, chat room, search engine, portal or similar service,
for any period of time or at all.
- (f) Any communication, display, distribution or publication of **Computer Data**.
- (g) Any **Computer Virus**.

11. Professional Liability

The rendering of or failure to render professional advice or service by the **Insured** or any error or omission connected with the **Insured's** professional advice or service, save that this does not apply to the rendering or failure to render professional medical advice by a **Medical Practitioner** employed by the **Insured** to provide first aid and/or other medical services and on the **Insured's** premises provided such medical services and advice are not given for a fee.

12. Construction

The demolition, underpinning, removal of support, dewatering, alteration, renovation, construction, erection, installation and/or addition of or to any building, structure, plant or equipment by the **Insured** or on the **Insured's** behalf, except where such demolition, underpinning, removal of support, dewatering, alteration, renovation, construction, erection, installation and/or addition does not exceed the sum of S\$50,000.

13. Offshore Gas and Oil

Any work performed on offshore gas and/or oil platforms.

14. Vibration, Removal and Weakening of Support

Any vibration, removal of support, weakening of support or interference with support of land or buildings.

15. Boilers and Machinery

- (a) Any defective sanitary installation.
- (b) The bursting, explosion and/or collapse of any economizer used in conjunction with a steam boiler or any boiler or any boiler vessel or any other apparatus which is intended to operate under pressure:
 - (i) Owned by the **Insured**; or
 - (ii) In the physical or legal control or used by the **Insured** and in respect of which a certificate is required to be issued under the terms of any applicable law;

Provided however that this Special Exclusion does not apply to pressure vessels with a capacity of one cubic metre or less.

16. Property in the Physical or Legal Control

Any property owned by the **Insured** or in the **Insured's** possession, or in the **Insured's** physical or legal control, save that this Special Exclusion does not apply to **Property Damage** to:

- (a) Premises (including landlord's fixtures and fittings) which are leased or rented by the **Insured**.



- (b) Premises (and the contents thereof) not owned, leased or rented by the **Insured** but temporarily occupied by the **Insured** for work therein but any damage to that part of the property on which the **Insured** is working and which arises out of such work shall not be covered under this Section.
- (c) **Vehicles** (not belonging to or used by or on behalf of the **Insured**) in the physical or legal control of the Insured where such **Property Damage** occurs whilst any such **Vehicles** are in a car park owned or operated by the **Insured** provided that such car park is incidental to the **Business** of the **Insured**.

17. Vessels

Activities involving ship building, ship repairing and/or any work onboard or about vessels.

18. Marine Liabilities

Marine liabilities including but not limited to port operations liabilities, stevedoring liabilities, bailee's liabilities, environment impairment liabilities and marine protection and indemnity.

19. Statutory Requirements

Claims made or actions instituted within any country state or territory outside Singapore where the Insured is required to obtain or secure insurance with an insurer or organisation licensed in that country state or territory to grant such insurance.

20. Pollution

- (a) **Personal Injury** or **Property Damage** directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water. Provided always that this Special Exclusion 20(a) does not apply if such discharge, dispersal, release, or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- (b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided always that this Special Exclusion 20(b) does not apply to expenses for clean-up, removal or nullifying contamination or pollution which is consequent upon a sudden, identifiable, unexpected and unintended happening taking place in its entirety at a specific time and place which results in **Personal Injury** or **Property Damage**.
- (c) The actual alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** in the United States of America or the Dominion of Canada or in any country to which the laws of the United States of America or the Dominion of Canada apply.

For the avoidance of doubt, and subject always to the provisions of this Special Exclusion 20, any liability of **Great American** under this Section in respect of or in connection with any single discharge, dispersal, release, seepage, migration or escape, and for all discharges, dispersals, releases and escapes of **Pollutants** during any one **Policy Period** shall not exceed the **Limit of Indemnity**

21. Territorial Limit

- (a) Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada.
- (b) Claims and actions to which the laws of the United States of America or the Dominion of Canada apply.
- (c) Claims arising out of operations based in the United States of America or the Dominion of Canada.

Provided always that:



- (i) Special Exclusion 21(a) and (b) shall not apply to any claims or actions arising from the presence of any of the **Insured's Employees** and/or directors, partners or proprietors outside the country in which this **Policy** was issued, who are normally resident in such country and who are not undertaking manual work or supervision of work of any kind whilst in the United States of America or the Dominion of Canada.
- (ii) For the avoidance of doubt, payment by **Great American** of any sums under or as the result of subparagraph (i) above shall be subject always to, form a part of, and not be in addition to the **Limit of Indemnity**.

22. Intended, Expected and Deliberate

Any **Personal Injury** or **Property Damage** expected or intended from the **Insured's** standpoint or arising from any alleged or actual deliberate act or omission of the **Insured** or any **Employee** or any person other than the **Insured** benefitting from this **Policy**.

23. Recall of Products

The withdrawal, recall, inspection, repair, adjustment, replacement, removal, disposal or loss of use of a **Product** or any property of which such **Product** forms a part.

24. Products Guarantee

Any **Product** representation, warranty or guarantee made or given by the **Insured** or on behalf of the **Insured**. This Special Exclusion shall not apply to the requirements of any compulsorily applicable Singapore legislation on **Product** safety.

25. Product Tampering

Any modification and/or alteration of a **Product** without the **Insured's** prior authorisation.

26. Design, Formula and Specification

Any design, formula, plan, specification or pattern provided by the **Insured** or any error or omission connected therewith.

This Special Exclusion shall not apply in respect of any design, formula, plan, specification or pattern about a **Product**, which is not provided for a fee.

27. Tobacco

Any actual or alleged or threatened contact with or exposure to or existence of tobacco or tobacco smoke or any ingredient or additive present in any **Product** or any other articles, items or goods which contain or include tobacco and also products that are used with tobacco.

28. Transmissible Spongiform Encephalopathy

Any Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

29. Electromagnetic Fields

Any exposure to magnetic, electric or electromagnetic fields or radiation howsoever caused or generated.



30. Genetically Modified Organisms

Any Genetically Modified Organism ("GMO"), GMO product or product part with a GMO component, including without limitation, arising from unintended, non-agreed or improper pollination by, distribution of or blending with a GMO, a GMO product or product part with a GMO component.

This exclusion does not apply to loss or liability arising directly or indirectly from the new, stable and contained biological traits of GMO only where all of the following 3 conditions are met:

- (a) a **Claim** covered under this Section arises as an inadvertent consequence of an intended and agreed use, application, distribution or blending of a GMO, a GMO product or product part with a GMO component;
- (b) the properties or characteristics of a GMO, a GMO product or product part with a GMO component fully comply with all relevant legal and official regulations, conditions and approvals; and
- (c) the **Insured** has taken all possible action to ensure that any relevant required declarations, labelling criteria, demarcation provisions and conditions concerning the separation of materials or threshold limits have been demonstrably complied with at each stage of dealing with a GMO, a GMO product or product part with a GMO component.

For the purpose of this exclusion, GMO shall mean and include:

- (i) Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change; and
- (ii) Every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any state, territory or jurisdiction in which a **Claim** is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

SPECIAL CONDITIONS TO SECTION 6

The following conditions apply to this Section 6 in addition to the General Conditions in this **Policy**:

1. Reasonable Care and Precautions

- (a) The **Insured** must exercise reasonable care to ensure that only competent and skilled **Employees** are employed and take reasonable measures to maintain all premises, fittings, plant and machinery in safe and sound condition.
- (b) The **Insured** shall take all reasonable care and precautions:
 - (i) to prevent **Personal Injury** or **Property Damage**.
 - (ii) to prevent the manufacture, sale or supply of defective, deficient or unsafe **Products**, goods or any other property.
 - (iii) to ensure the **Insured** and the **Insured's Employees**, servants and agents comply with all applicable laws, statutes, rules, regulations and by-laws for the safety of persons or property, disposal of waste products, and handling, storage or use of flammable liquids or substances, gases or toxic chemicals.



- (c) The **Insured** shall at its own expense withdraw, inspect, repair, replace, trace, recall or modify any defective, deficient or unsafe **Product** as soon as practicable and in any case within 14 days after the **Insured** first has knowledge or reason to suspect that any such **Product** is defective, deficient or unsafe.
- (d) The **Insured** shall ensure that its **Business** is conducted in compliance with all applicable laws, statutes, rules, regulations and by-laws in the countries or places in which the **Insured** does its **Business**.

2. Discharge of Liability

Great American may but shall not be obligated to in respect of any **Occurrence** covered under this Section pay to the **Insured** the amount of the applicable **Limit of Indemnity** for any **Claim** or **Claims** in respect of that **Occurrence** but deducting therefrom any sums including legal costs and expenses as provided in Cover 2 (Legal Costs and Expenses) and any other expenses already paid in respect of that **Occurrence**, or any lesser sum for which the **Claim** or **Claims** in respect of that **Occurrence** can be settled and **Great American** shall thereafter be under no further liability in respect of such **Occurrence** except for costs, charges and expenses:

- (a) Recoverable from the **Insured** for all or part of the period prior to the date of such payment;
- (b) Incurred by **Great American**; or
- (c) Incurred by the **Insured** with the written consent of **Great American** prior to the date of such payment.

3. Cross Liability

Subject to General Condition 7 (Joint Insured), if the **Insured** comprises more than one party, each of the parties shall be considered as a separate and distinct entity and the word "**Insured**" will be considered as applying to each party in the same manner as if a separate **Policy** had been issued to each of the said parties provided that nothing herein will result in an increase of the **Limit of Indemnity** in respect of any **Occurrence** or **Policy Period**.

4. Claims Handling

- (a) No admission, concession, offer, promise, compromise, settlement, payment, contribution or indemnity shall be made or given by or on behalf of the **Insured** in connection with any **Occurrence**, **Claim**, **Suit** or any other matter which may give rise to a claim under this Section without the prior express written consent of **Great American**.
- (b) If it so desires, **Great American** may, without prejudice to any of its rights and defences under this **Policy**, at its own expense take over and conduct in the name or on behalf of the **Insured** the defence or settlement of any **Claim** or **Suit** covered under this Section even if the **Claim**, **Suit** or allegations in respect thereof are groundless, false or fraudulent or to prosecute for **Great American**'s own benefit in the name of the **Insured** any claim for indemnity, damages or contribution.
- (c) **Great American** shall also have full discretion in the handling or conduct of any claim or proceedings in the **Insured**'s name claiming for indemnity, damages or contribution or in the settlement of any such claim or proceedings and the **Insured** shall give all such information, documents and assistance **Great American** may require.

5. Acquisition of Property or Companies

Cover under this Section applies to properties, assets, companies, firms, entities or other bodies:

- (a) Formed or acquired by the **Insured** for which the **Insured** assumes management responsibility during the **Policy Period**.



- (b) Which undertake activities consistent with the description of the **Business** in the **Schedule** subject to a written disclosure to **Great American** prior to any new acquisition which represents more than 15% of the current group turnover, in which event **Great American** may seek revised terms including but not limited to payment of additional premium. The **Insured** is not obliged to accept such terms, but if the **Insured** does not, that new acquisition will not be covered by this Section.

Provided always that no indemnity shall be granted in respect of claims for **Personal Injury** or **Property Damage** which first happened prior to the date of such acquisition, formation or assumption of management responsibility.

6. Change of Risk

The **Insured** shall immediately notify **Great American** if there is any material change, or change in circumstances likely to give rise to any change, in the risks covered by this Section and provide to **Great American** at the **Insured's** own expense as particular an account as may be reasonably practicable of such change. The **Insured** shall cause at its own expense such additional precautions in respect of the matters in Special Conditions 1(b) and 1(c) to this Section 6 to be taken as the circumstances require.

Upon such notification, **Great American** may adjust the **Provisions** and/or charge additional premium as **Great American** in its sole discretion determines appropriate in the circumstances or may, notwithstanding General Condition 15 (Cancellation), immediately cancel this **Policy** and return to the **Insured** a proportionate part of the premium corresponding to the unexpired **Policy Period**. No material change shall be made or admitted by the **Insured** whereby the risk is increased, unless the continuance of this **Policy** is confirmed in writing by **Great American**.

In the event of a failure to comply with this Special Condition, **Great American** shall be entitled to repudiate any claim under this Section arising out of or in respect of such material change or change in circumstances.

7. Notice, Failure to Notify and Proof of Claims

- (a) In the event of any occurrence or event which might give rise to an **Occurrence** or to a **Claim** or **Suit** covered under this Section or claim under this Section, the **Insured** shall:
- (i) immediately notify **Great American** after the **Insured** becomes aware thereof, such notification to include:
 - (1) the cause(s) of and circumstances giving rise to, and the nature and extent of, any **Occurrence, Claim, Suit, Personal Injury** or **Property Damage**.
 - (2) the names and addresses of any potential injured persons, claimants and witnesses.
 - (ii) take all reasonable measures to minimize liability, loss and damage.
 - (iii) ensure that all rights against other parties are properly preserved and exercised.
 - (iv) do and concur in doing and permit to be done all such things as may be required by **Great American** to investigate, verify or establish the nature, cause and extent of liability, loss and damage and for contesting, defending, appealing, negotiating, settling or otherwise handling any **Claim** or **Suit**.
 - (v) preserve all evidence and affected property and make them available or accessible to **Great American**, its advisors or agents as long as **Great American** may require. In particular and without prejudice to the foregoing:
 - (1) Protect and preserve the site of any **Personal Injury** or **Property Damage** until **Great American** or its agent has completed its inspection or investigation in respect of such **Personal Injury** or **Property Damage**.



- (2) The **Insured** shall preserve any affected **Product(s)** which shall not be repaired, altered, disposed of or destroyed until **Great American** or its agent has completed its inspection or investigation in respect of such **Product**.
 - (vi) furnish any information and documents that **Great American** may require together with, if required by **Great American**, a statutory declaration of the truth of any claim under this Section and any matters connected therewith.
 - (b) The **Insured** shall at the **Insured's** own cost, immediately and in any case not later than 7 days, furnish **Great American** all documents in connection with any **Occurrence** or any **Claim** or **Suit** received by or served on the **Insured** and details relating to the receipt by or service of such documents on the **Insured** including the date and time of receipt or service.
8. Related Claims
- (a) All **Claims** attributable to one source or to a common cause or to the same general conditions shall be deemed as one **Claim**.
 - (b) All **Personal Injury** and **Property Damage** attributable to one source or to a common cause or to the same general conditions shall be deemed to be one **Occurrence**.

SPECIAL MEMORANDA APPLICABLE TO SECTION 6

Except as otherwise specified, this Section is modified by the following Memoranda, save that these shall not increase the **Limit of Indemnity** under this Section as stated in the **Schedule** and shall apply in excess of the underlying **Excess**:

1. Acts of Tenants

Should a tenant of the **Insured** within the **Insured's** building do or omit to do, without the knowledge or consent of the **Insured**, anything which would violate any condition and/or warranties, this **Policy** will not be void on that account provided that the **Insured** shall notify **Great American** of the happening or existence of such act or omission as soon as the same come to the **Insured's** knowledge.

2. Advertising and Neon Signs

This Section shall be extended to cover liability of the **Insured** arising out of accidents caused by or through the neon/advertising sign installations belonging to the **Insured**.

Provided always that the **Insured** shall comply with all applicable laws and shall at all times ensure that the neon/advertising sign 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 **Great American**. So far as is reasonably practicable no alteration or repair shall without the consent of **Great American** be made to the said neon/advertising signs after any accident has occurred in connection therewith until **Great American** shall have an opportunity of inspecting the same.

3. Contingent Liability for Non-Owned and Hired Motor Vehicle

This Section shall be extended to indemnify the **Insured** in respect of accidental injury to any person, accidental loss of or damage to property arising out of the use of any motor vehicle not being the property of or provided by the **Insured** and being used for the purpose of the **Business** provided that this extension shall not apply to:

- (a) Damage to any such vehicle or to property conveyed therein.
- (b) Injury or damage caused while the **Insured** is driving such vehicle.



- (c) Liability which is insured or would but for the existence of this **Policy** be insured under any other policy or policies.

4. **Contingent Liability of Tenants**

This Section shall be extended to cover the **Insured's** liability to any third party for **Personal Injury** or **Property Damage** caused by the acts of tenants provided that the extension of cover under this memorandum is on the condition that it is contingent upon the liability incurred not being covered or indemnified by an insurance taken out by the tenants.

5. **Coverage at project site/contract site**

Notwithstanding anything contained herein to the contrary, this Section shall be extended to indemnify the **Insured** in respect of any project site or contract site where the contract value for each project/contract does not exceed S\$1,000,000. The contract value stated in this memorandum refers to the contract value of the project/contract for which the **Insured** is under contract to perform.

Provided always that such contracts are not covered by any other project insurance at the time of claim, whether it was arranged by the **Insured** or not. Further, contracts involving the following activities are also excluded:

- (a) height more than 30 feet above floor level/ground floor;
- (b) piling, demolition & tunnelling activities;
- (c) excavation depth exceeding 1.5m;
- (d) airside, aircrafts, oil rigs, wafer & petrochemical plants & clean room; and
- (e) projects/contracts at Jurong Island and outside of Singapore.

6. **Defective Sanitary Installation**

This Section shall be extended to cover the **Insured's** legal liability directly caused by defective sanitary arrangements within that section of the premises that is occupied by the **Insured**, provided always that the sanitary pipes are checked by a competent person at regular intervals.

7. **Demonstrations and Exhibitions**

This Section shall be extended to cover the **Insured's** legal liability in respect of **Personal Injury** or **Property Damage** occurring whilst the **Insured** is holding any demonstration and/or exhibition in connection with the **Business**

8. **Employee Training**

This Section shall be extended to cover any liability of the **Insured's** employees whilst undergoing training within the geographical limit covered under this Section.

9. **Fire and Explosion**

This Section shall be extended to cover the risks of fire and explosion, subject always to Special Exclusion 15 above, and provided always that **Great American** shall not be liable in respect of **Personal Injury** or **Property Damage** caused by or in connection with or arising from the bursting of a boiler, economiser or other vessel, machine or apparatus wherein internal pressure is due to steam only.

10. **Fire Brigade Water Damage**

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** or **Property Damage** in respect of water damage caused by fire brigade operations.



11. **First Aid Facilities**

Subject always to Special Exclusion 11 above, this Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** arising out of provision by the **Insured** or the **Insured's Employees** to provide first aid and other medical services on the **Insured's** premises provided such medical service and advice is not given for a fee.

12. **Food & Drink**

Subject always to Special Exclusion 7 above, this Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the **Insured** or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the **Insured** within the **Territorial Limit**. Provided always that:

- (a) **Great American's** liability under this extension of cover shall not exceed the amount specified in the **Schedule** as the sub-limit of liability in the aggregate or if no sub-limit is specified then the **Limit of Indemnity** will apply in the aggregate during any one **Policy Period**.
- (b) The **Insured** shall at all times take every possible precaution to prevent the sale or supply of items of food or drinks which are not in merchantable condition and to ensure that the same are free from contamination and fit for human consumption.

13. **Employees' Effects** (Limit: S\$250 any one employee, S\$1,000 in aggregate)

This Section shall be extended to cover the **Insured's** legal liability for **Property Damage** to the personal effects of **Employees**.

14. **Guests' Effects** (Limit: S\$250 any one guest, S\$1,000 in aggregate)

This Section shall be extended to cover the **Insured's** legal liability for **Property Damage** to personal effects held in the **Insured's** care, custody and control occurring at the **Insured's** premises.

15. **Independent Contractors**

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** or **Property Damage** as a result of the **Insured's** contingent liability arising out of work or operation by independent contractors or subcontractors engaged by the **Insured** in connection with the **Insured's Business**.

16. **Landlord / Property Owner**

This Section shall be extended to cover the **Insured's** legal liability by reason of the ownership, but not occupation, of the premises caused through any defect in the said premises subject always to the exceptions in the **Policy**.

Provided that the **Insured** shall at all times see that the premises to which this extension applies are kept in good repair and if any defects are discovered by complaints from tenants or otherwise the **Insured** shall forthwith cause such defect to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. In so far as it is reasonably practicable no alteration or repair shall without consent of **Great American** be made to the premises after the accident has occurred until **Great American** shall have the opportunity of inspecting same.

17. **False Arrest Detention**

This Section shall be extended to cover the **Insured's** legal liability for:

- (a) **Personal Injury** to any person not being a member of the **Insured's** family nor a person who at the time of the accident is engaged in and upon the service of the **Insured**;



- (b) **Property Damage** to property not belonging to or held in trust by or in the custody or control of the **Insured** or a member of the **Insured's** family or a person acting on behalf of the **Insured**;

consequent upon false arrest, detention and eviction by security guards or other employees of the **Insured**.

18. **Students / Trainees**

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** or **Property Damage** arising in connection with works performed by students on attachment or trainees engaged by the **Insured**.

19. **Liquor**

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** or **Property Damage** arising in connection with:

- (a) Being engaged in the business, selling or servicing of alcoholic beverages; or
- (b) If not so engaged, as an owner or lessor of premises used for such purposes, by reason of the selling, serving of alcoholic beverage to a minor, to a person under the influence of alcohol, or which causes or contributes to the intoxication of any person, insofar as such sale or serving is by the occupier or lessee of the premises and not the **Insured**.

20. **Non-Invalidation**

Cover under this Section shall not be invalidated by:

- (a) Any change of occupancy or increase in risk taking place at the **Insured's** premises without the **Insured's** knowledge provided that the **Insured** shall, immediately on the same coming to its knowledge, notify **Great American** of the same and pay any additional premium that **Great American** may in its discretion require from the date of such increase of risk.
- (b) Workmen on the **Insured's** premises for the purpose of effecting repairs, minor alterations to the premises or general maintenance purposes and similar tasks.

21. **Principal Property**

Where the **Insured** is a contractor performing work for any principal, it is declared and agreed for the purposes of this Section that said principal's property, other than contract works or property in the possession of the **Insured**, shall be deemed as a third-party's and not the **Insured's** property.

22. **Plant and Machinery**

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** or **Property Damage** arising out of or caused by or in connection with any plant and machinery including the use of lift, elevator and escalator in the physical or legal control of the **Insured** or used in work undertaken by or on behalf of the **Insured**. However, should such plant and machinery be specifically insured under any policy for third party liability insurance, **Great American** will not indemnify the **Insured** nor be called upon to contribute under this **Section** for any liability attributed to the use of such plant and machinery.

Great American shall not be liable for claims in respect of **Personal Injury** or **Property Damage** arising directly or indirectly out of or caused by or in connection with any alterations and/ or additions to elevators which shall include the enclosure machinery plant supports doors safety devices appliances contrivances used in connection therewith.



23. Waiver of Subrogation Rights

In the event of a claim under this Section, **Great American** agrees to waive any rights, remedies or relief of which it might become entitled to subrogation against any company standing in relation or subsidiary to or parent to the **Insured**.

24. Work Away

This Section shall be extended to cover the **Insured's** legal liability for **Property Damage** to premises (and their contents) not owned or rented by the **Insured** but temporarily occupied by the **Insured** for the purpose of work therein, but excluding that part of such property upon which the **Insured** is or has been working.

25. Executive Travel

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** or **Property Damage** caused by the negligence of the **Insured's** executives whilst engaged on the **Insured's Business** anywhere in the world. Provided always that **Great American's** liability under this extension shall not exceed in the aggregate the **Limit of Liability**.

26. Treatment Risk Liability (Applicable to Wellness only)

This Section shall be extended to cover the **Insured's** legal liability for **Personal Injury** arising out of cutting, perming, straightening, dyeing and steaming of hair and non-surgical cosmetic facial treatment, pedicure, manicure, and spa treatment, but shall not include any treatments by **Medical Practitioners** and traditional Chinese medicine clinics. Provided always **Great American's** liability under this extension shall not exceed S\$30,000 any one **Claim** and the **Insured** shall bear the first 20% or a minimum S\$250 of each and every **Claim**, whichever is higher.



SECTION 7 – GROUP PERSONAL ACCIDENT

COVER

Subject to the **Insured** having paid to **Great American** the **Premium**, and subject to the **Provisions**, **Great American** will pay to the **Insured** or the **Insured Person**, or in the case of the death of the **Insured Person** to his or her legal personal representative, the **Benefit** in respect of any Event as set out in the Schedule of Benefits below.

	Event	Benefit (% of Sum Insured as specified in the Schedule)
A	Death	100%
B	Permanent Disability by Injury:	
1	Loss of two limbs	100%
2	Loss of both hands, or of all fingers and both thumbs	100%
3	Complete loss of sight in one or both eyes	100%
4	Complete paralysis	100%
5	Complete and incurable insanity	100%
6	Injuries resulting in being permanently bedridden	100%
7	Permanent total disability	100%
8	Loss of one arm between or at shoulder to wrist	100%
9	Loss of one leg between or at hip to ankle	100%
10	Loss of both feet	100%
11	Loss of one foot	55%
12	Loss of sight of one eye except perception of light	55%
13	Loss of lens of one eye	55%
14	Loss of four fingers and thumb of one hand	70%
15	Loss of four fingers	60%
16	Loss of a thumb	
	- 2 Phalanges	25%
	- 1 Phalanx	25%
17	Loss of one index finger	
	- 3 Phalanges	10%



	- 2 Phalanges	10%
	- 1 Phalanx	10%
17	Loss of one middle finger	
	- 3 Phalanges	6%
	- 2 Phalanges	6%
	- 1 Phalanx	6%
18	Loss of one ring finger	
	- 3 Phalanges	6%
	- 2 Phalanges	6%
	- 1 Phalanx	6%
19	Loss of one middle finger	
	- 3 Phalanges	6%
	- 2 Phalanges	6%
	- 1 Phalanx	6%
20	Loss of one little finger	
	- 3 Phalanges	4%
	- 2 Phalanges	4%
	- 1 Phalanx	4%
21	Loss of metacarpals	
	- First or second metacarpal	3%
	- Third, fourth or fifth metacarpal	2%
22	Loss of toes	
	- All – one foot	20%
	- Great, 2 Phalanges	5%
	- Great, 1 Phalanx	5%
	- Other than Great, each toe	3% each
23	Loss of hearing	
	- 2 ears	75%
	- 1 ear	30%



24	Loss of speech	75%
25	Loss of sexual organs resulting from accidental, violent, external and visible means, subject to medical evidence	25% or S\$100,000, whichever is the lesser

The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members.

In the event that the **Injury** does not fall within any of the sub-Events under Event B in the Schedule of Benefits above, **Great American** shall not be liable to make any payment but may in its absolute and sole discretion make any payment of such sum to the **Insured Person** as it may deem fit. **Great American** shall not be liable to pay an **Insured Person** in connection with any **Injury** falling within any of the sub-Events under Event B in the Schedule of Benefits above if such **Injury** is a subset of another **Injury** listed therein which **Great American** has made payment in relation to.

The aggregate of all percentage payable in respect of any one occurrence and/or accident for any one **Insured Person** shall not exceed 100% of the **Sum Insured**. In the event of the full **Sum Insured** having been paid in respect of one or more occurrences and/or accidents, this Section shall immediately cease to be in force in respect of that **Insured Person**.

All amounts paid in respect of an **Insured Person** under this Section, that are less than 100% of the **Sum Insured** for each occurrence and/or accident shall correspondingly reduce the **Sum Insured** in respect of that **Insured Person** until the expiration of this **Policy**.

	Event	Benefit
C	TTD	Weekly sum at the rate stated in the Schedule, or 80% of the Insured Person's current weekly earnings, whichever is lesser.
D	TPD	Weekly sum at the rate stated in the Schedule, or 50% of the sum payable under Event C above, whichever is lesser.
E	Medical Expenses	Up to the sum stated in the Schedule.

In addition to the General Exclusions in this **Policy**, there shall be no cover under this Section and **Great American** shall not be liable for any **Injury** or disability which results directly or indirectly from any illness or infectious disease, and not from an **Injury** caused solely by an accident.

SPECIAL DEFINITIONS APPLICABLE TO SECTION 7

In this Section, the following words shall have the following meanings:

“**Benefit**” means the sum set out in the Schedule of Benefits against the relevant Event provided that no compensation stated in the Schedule of Benefits shall be payable:

- (a) Under Event A or B unless the **Death** or **Permanent Disability** takes place within 730 days from the day of the occurrence and/or accident causing such **Death** or **Permanent Disability**;



- (b) Under Event C or D in respect of any one occurrence for more than 104 weeks from the commencement of the disability; and
- (c) Under Event C combined with Event D for an aggregate of more than 104 weeks in respect of any one occurrence.

“**Death**” means death arising directly or indirectly by accidental means.

Employee(s) means a person:

- (c) employed under a contract of service with or an apprenticeship to the **Insured**; or
- (d) hired or seconded from any other party into the service of the **Insured**,

whom the **Insured** has the right at all times to govern, control and direct in the performance of work or services in the course of the **Business** but shall exclude any broker, factor, commission agent, consignee, contractor or any other agent or any partner in or any director of the **Insured** (except any partner or director who is also an employee of the **Insured** or has been seconded into the employ of the **Insured** in a manner falling within sub-paragraphs (a) or (b) above of these Definitions).

“**Hospital**” means an establishment duly constituted and registered and subject to the applicable national laws and regulations 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 24 hours a day nursing services by registered nurses;
- (c) is under the supervision of one or more physicians at all times; and
- (d) is not primarily a clinic, a rehabilitation centre or retreat or shelter or any other place for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the aged or similar establishment.

“**Hijack**” means unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.

“**Injury**” means bodily injury to an **Insured Person** caused solely and directly by accidental means (excluding any sickness, disease or medical disorder).

“**Insured Person**” means the specified Insured Person(s) as stated in the Schedule.

“**Medical Expenses**” means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred and paid for within one calendar year of first sustaining or suffering **Injury** by the **Insured** or **Insured Person** to a legally qualified medical practitioner, dentist, registered nurse, **Hospital** or ambulance service for medical, surgical, X-ray, **Hospital** or nursing treatment, including the costs of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for **Injury** to sound and natural teeth.

“**Permanent Disability**” means physical severance or total and irrecoverable loss of use within 365 days from the date of an occurrence and/or accident.

“**Temporary Total Disability**” or “**TTD**” means disability which temporarily causes complete and entire inability on the part of an **Insured Person** to attend to any part of his/her ordinary business profession or occupation, or his/her usual duties in the event of there being no applicable business or occupation, for a continuous and uninterrupted period of time.



“Temporary Partial Disability” or **“TPD”** means disability which temporarily causing inability on the part of an **Insured Person** to attend to a substantial portion of his/her ordinary business profession or occupation, or his/her usual duties in the event of there being no applicable business or occupation, for a continuous and uninterrupted period of time.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 7

In addition to the General Exclusions in this **Policy**, this Section 7 does not cover, and **Great American** shall not be liable for, in respect of or in connection with any:

1. Employment with the Armed or Air Forces, Navy, Police, Fire Service or Civil Defence Forces, with the exception of peace time reservist duty pursuant to section 14 of the Enlistment Act (Cap. 93) of the Republic of Singapore for a period not exceeding 40 days.
2. Service as ship crew other than fishing vessels or crew of floating production, storage and/or offloading vessels and/or airline personnel and aircrew whilst flying on duty.
3. Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised charter company.
4. Death, disability, injury, illness or any medical condition caused by or consequent upon racing of any kind (except foot racing), equestrian activities, skydiving, mountaineering, underwater activities, bungee jumping, hang-gliding, or winter, water and professional sports, including but not limited to situations where income or remuneration is earned for engaging in such sports.
5. Death, disability, injury, illness or any medical condition caused by or consequent upon suicide, attempted suicide, self-inflicted injuries or any attempt thereof while sane or insane.
6. Pregnancy, any complications arising from pregnancy, child birth (including surgical delivery), abortion, pre-natal or post-natal care, or any related or resulting complications.
7. Illness, sickness or disease directly or indirectly arising from:
 - (a) any venereal or sexually transmitted disease;
 - (b) Acquired Immune Deficiency Syndrome (AIDS); or
 - (c) infection by Human Immune-deficiency Virus (HIV);or any of their respective related conditions, syndrome, complex or sequelae.
8. Death, disability, injury, illness or any medical condition caused by or consequent upon any criminal act, provoked assault, intoxication, use of drugs, violation or attempted violation of law or resistance to lawful arrest or any imprisonment resulting therefrom.
9. Death, disability, injury, illness or any medical condition sustained after the **Insured Persons** is 75 years of age.
10. Overseas posting of more than 6 consecutive months unless with **Great American’s** prior written consent.
11. Death, disability, injury, illness or any medical condition 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 death, disability, injury, illness or medical condition:
 - (a) any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or



- (b) any action taken in controlling, preventing, suppressing or in any way relating to sub-paragraph (a) above.

If **Great American** alleges that it is not liable for any death, disability, injury, illness or any medical condition by reason of this Exclusion, the burden of proving the contrary shall be upon the **Insured** or the **Insured Person**.

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

12. Underground work or off-shore work or operations of any kind.
13. Investigation or treatment relating to varicocele, birth control measures, infertility or impotency, assisted reproduction, or treatment thereof, or expenses for sterilisation or contraception including any complications relating thereto.
14. Rest cures, hospice care, home or outpatient nursing or palliative care, chiropractic care, convalescent care in a convalescent hospital home or place, community hospital, nursing homes, sanatoria or similar establishments, outpatient rehabilitation services, health spas, or any stay in any healthcare establishment for social or non-medical reasons.
15. Diagnosis, routine physical or medical examinations, or any tests where there is no objective indication of impairment of normal health.
16. Dental treatments unless such treatment is for **Injury** to sound and natural teeth.
17. Congenital or neo-natal physical abnormalities developing within 6 months of birth, birth defects or hereditary conditions, including any disorders or conditions arising out of or resulting therefrom, or any treatment or surgical operations in respect of any such abnormality, condition and/or disorder.
18. Insanity by natural causes, psychological, psychotic, geriatric, mental or nervous disorders, sleep disorders, neuroses, depression, personality disorders, or addictions, including but not limited to drug addiction, alcohol dependence and gambling addiction.
19. Pre-existing condition.
20. Death, disability, injury, illness or any medical condition directly or indirectly sustained, or resulting from or in connection with any occurrence, when the **Insured Person** was not an **Employee**.
21. Death, disability, injury, illness or any medical condition directly or indirectly caused by, resulting from or in connection with:
 - (a) any ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-paragraph (d) does not extend to 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.



22. Cosmetic (aesthetic), plastic or reconstructive surgery or treatment, or any treatment which relates to or is required because of previous cosmetic treatment.
23. Disease, illness, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, or any other kind of infection however caused.

SPECIAL CONDITIONS APPLICABLE TO SECTION 7

The following conditions apply to this Section 7 in addition to the General Conditions in this **Policy**:

1. CLAIMS

- (a) Following any occurrence which may give rise to a claim under this Section, the **Insured Person** must promptly obtain and follow medical advice from a legally qualified practitioner who must also provide a certificate confirming the nature and extent of the **Injury**.
- (b) **Great American** will be entitled to avoid this **Policy** from inception in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the **Insured** material to or in connection with:
 - i. The health of an **Insured Person**, and in particular:
 1. Whether an **Insured Person** is suffering from a disease, illness, disability or handicap; or
 2. Whether an **Insured Person** is aware of circumstances suggesting that he or she may be suffering from a disease, illness, disability or handicap;
 - ii. An **Insured Person's** previous risk experience and claim history.
 - iii. An **Insured Person's** insurance record, including previous insurance refusals.
- (c) The **Insured Person** shall forthwith, or within such time as **Great American** may in writing allow, deliver in writing a statement containing as particulars all such information thereof as may be required by **Great American**. No statement by the **Insured Person** under this Section shall be acceptable to and binding on **Great American** unless the terms of this Special Condition have been fully complied with.

2. AGGREGATE LIMIT

Great American's liability shall not exceed the aggregate limit as specified in the Schedule for all claims arising from any one occurrence and/or accident, regardless of whether the **Insured Persons** are insured hereunder or under any other personal accident and/or travel policies purchased by the **Insured** from **Great American**.

In the event that the total admitted claims in respect of any one occurrence and/or accident exceeds the aggregate limit, this aggregate limit shall be shared by and payable to all **Insured Person(s)** involved in the said occurrence and/or accident in ratable proportions in accordance with the applicable percentage of the **Sum Insured** in respect of **Death** of and/or **Permanent Disability** to such **Insured Persons**.

3. CLAIMS

- (a) Written notice shall be given to **Great American** or **Great American's** appointed representatives as soon as possible and in any circumstances within 30 days of any occurrence which may give rise to a claim under this Section.



- (b) A claim form obtainable from **Great American** upon request must then be submitted to **Great American** within 30 days after the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss in respect of the claim.
- (c) All certificates, receipts, information and evidence required by **Great American** shall be supplied to **Great American** at the cost of the **Insured**, in the form prescribed by **Great American**.
- (d) Failure to comply with the time and procedure stipulated for the making of a claim in this Special Condition shall invalidate the claim and no **Benefits** shall be payable under this Section.
- (e) **Great American** shall have the right and the opportunity through its medical representatives to examine any **Insured Person** whenever and as often as may be reasonably required in respect of any claim. In addition, **Great American** shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs. **Great American** will bear the expenses incurred in such examinations, unless the claim is proved to be invalid, in which case **Great American** shall be entitled to recover all such expenses so incurred from the **Insured**. In the event of any conflict of opinion between **Great American's** medical representatives and the **Insured Person's** medical representatives, the opinion of **Great American's** medical representatives shall prevail and be binding on the **Insured**, the **Insured Person** and his/her estate as the case may be.

4. ALTERATION OF RISK

- (a) The **Insured** shall immediately notify **Great American** if there is any material change, or change in circumstances likely to give rise to a change, in the risks covered by this Section. In particular, the **Insured** shall notify **Great American** of any changes in occupation or health status of any **Insured Person**, or any alteration or change in the **Insured's** business or activities. No material alteration or change shall be made or admitted by the **Insured** whereby the risk is increased, unless the continuance of this **Policy** is confirmed in writing by **Great American**.
- (b) Upon such notification, **Great American** may adjust the **Provisions** and/or charge additional premium as **Great American** in its sole discretion determines appropriate in the circumstances. If the **Insured** fails to agree to any such adjusted **Provisions** or any increase in premium, this Section shall not cover any such increased risk.
- (c) In the event of a failure to comply with this condition, **Great American** shall be entitled to repudiate any claim under this Section arising out of or in respect of such material change or change in circumstances.

5. PAYMENT

Any payment made by **Great American** in respect of a claim under this Section shall be paid to the **Insured** or the relevant **Insured Person**. The receipt of any payment pursuant to a claim under this Section by the **Insured** or the relevant **Insured Person** shall in all cases be deemed final and complete discharge of **Great American's** liability in respect of that claim.

6. SCOPE

Where legally permissible and subject always to the **Provisions**, in particular General Condition 24 (Sanctions), this Section provides cover for any **Death, Injury** or disability falling within the Schedule of Benefits at any time during the **Policy Period** anywhere in the world.



SPECIAL MEMORANDA APPLICABLE TO SECTION 7

Except as otherwise specified, this Section is modified by the following Memoranda, save that these shall not increase the **Sum Insured** under this Section as stated in the Schedule and shall apply in excess of the underlying **Excess**:

1. **Hospital Income**

In the event of the **Insured Person** being confined in a **Hospital** as a registered in-patient for the treatment of an **Injury**, **Great American** shall pay the **Insured Person** a daily allowance of S\$150 for each full day of confinement, subject to a maximum of 14 days per **Policy Period**.

2. **Automatic Additions & Deletions**

This Section shall automatically cover new **Employees** commencing employment during the **Policy Period** with the **Insured** from the date of their commencement of employment, for an amount of the **Sum Insured** not exceeding the amount for similar occupational category of insured **Employees** in accordance with the Schedule, provided always that the **Insured** shall:

- (a) give to **Great American** within 30 days of the relevant date of an **Employee's** commencement of employment, as the case may be, due notification and declaration of all relevant information in respect of each **Employee** in the form required by **Great American**; and
- (b) pay to **Great American** any additional premium under this **Policy** that may be required by **Great American** in its sole discretion.

Great American's liability in respect of any **Insured Person** shall cease immediately upon their resignation, cessation or termination of employment with the **Insured**.

3. **Chinese Physician / Chiropractor Expenses**

This Section shall be extended to cover medical expenses necessarily and reasonably incurred for treatment of an **Injury**, other than fractures, by a licensed or registered Chinese physician, herbalist, acupuncturist and/or chiropractor, provided that such expenses are supported by receipts, for an amount not exceeding 10% of the **Benefit** in respect of Event E (**Medical Expenses**) or S\$750, whichever is lower, in respect of any one accident per **Insured Person**.

4. **Drowning and Suffocation**

This Section shall be extended to cover **Death** or **Injury** sustained by an **Insured Person** as the result of drowning or suffocation by poisonous fumes, gas or smoke. Provided always that **Great American** shall not be liable for any claim for such **Death** or **Injury** arising out of or in connection with any willful or intentional act by an **Insured Person**.

5. **Disappearance**

In the event of the disappearance of an **Insured Person** for a period of 1 year, **Great American** shall in its sole discretion decide whether there is sufficient evidence and reason to believe whether accidental death of the **Insured Person** has occurred, and if so, whether the event constitutes **Death** covered under this Section.

In the event that the **Insured Person** is found to be living after **Great American** has made any payment under this Section to the **Insured Person's** executor or administrators, the **Insured Person** and/or the **Insured Person's** executors or administrators shall return all such payment received from **Great American** under this Section.



6. **Exposure**

This Section shall be extended to cover **Death** of an **Insured Person** caused as the result of any **Injury** sustained from exposure to the elements.

7. **Funeral Expenses**

In the event of the **Death** of an **Insured Person** covered under this Section, Great American shall pay to the **Insured Person's** legal representative a lump sum of S\$3,000 towards the **Insured Person's** funeral expenses.

8. **Hijack**

This Section shall be extended to cover **Injury** sustained by an **Insured Person** as a result of the public conveyance in which he or she is travelling in being the subject of an act of **Hijack**, provided always that **Great American** shall not be liable for any **Injury** in consequence of declared or undeclared war, invasion, civil war, rebellion or insurrection, or any act thereof.

9. **Medical Expenses – Triple Indemnity**

In the event of **Injury** being sustained by an **Insured Person** as the result of robbery of the **Insured Person**, the **Benefit** payable in respect of such **Injury** under Event E (**Medical Expenses**) shall be increased to either triple of the stated **Benefit** or the sum of S\$15,000 per **Insured Person**, whichever is lesser.

10. **Murder and Assault**

This Section shall be extended to cover **Death** or **Injury** sustained by an **Insured Person** as the consequence of murder or assault, provided that such **Death** or **Injury** is not caused by or traceable to any deliberate act of the **Insured Person**.

11. **Peacetime Reservist Training**

This Section shall be extended to cover **Injury** sustained by an **Insured Person** as a result of reservist training in Singapore for a period not exceeding 40 days provided always that **Great American** shall not be liable for any **Injury** in consequence of declared or undeclared war, invasion, civil war, rebellion or insurrection, or any act thereof.

12. **Repatriation Costs**

In the event of the **Death** of an **Insured Person** covered under this Section, **Great American** shall reimburse the **Insured** or **Insured Person's** legal representative any reasonable charges incurred by the **Insured** or **Insured Person's** legal representative for the transportation of the **Insured Person's** body or ashes to Singapore, provided that such reimbursement shall not exceed S\$2,000 per **Insured Person**.

13. **Terrorism**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this Section shall be extended to cover **Death** or **Injury** caused by any Act of Terrorism, other than for loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from or in connection with any Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This extension also excludes loss, damage, death, injury, illness, 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 involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.



For the purpose of this extension, an Act of Terrorism means an act or threat thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for or in connection with political, religions, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If **Great American** alleges that by reason of this extension any loss, damage, cost or expense is not covered by this Section, the burden of proving the contrary shall be upon the **Insured**.

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