

## Business Protect360

**Whereas the Insured**, named in the Schedule hereto has made to **HL Assurance Pte. Ltd.** (hereinafter called “the Company”) a written form of proposal together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

Now this Policy of Insurance witnesses that subject to the Insured having paid or agree to pay the Insurer the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

### GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have the meaning defined hereafter attached to it.

Word(s)	Meaning
We/Us/Our/ The Company/ HLAS	Shall mean HL Assurance Pte. Ltd
You/ Your/ Yourself/ Your Company	Shall mean the Insured, Insured Person(s) or company named in the Schedule
Business	Shall mean the business stated in the Schedule
Period of Insurance	Shall mean: The period of cover shown on Your Schedule and for any following period for which cover is extended by mutual agreement
Employee/ Employee(s)/Insured Person(s)	Shall mean any person under a contract of service or apprenticeship with You while working for You in connection with the Business
Proposal Form	Shall mean the Proposal form signed by You and which provide details of Yourself, Your employee(s) and all material information relevant to the cover which You have requested
Policy / Policy Schedule	Shall mean the documents consisting of Your Proposal Form, the Policy Schedule, this Policy booklet any endorsements attaching to it.
Premise(s)/ Situation/ Location of Risk	Shall mean that part of the building situated at the address or addresses shown in Your Policy, and is/are occupied by You for the purposes of Your Business.
Insured Property / Property	Shall mean a) Furniture, fixtures, fittings, renovation, improvements, electrical installations, belonging to You or for which You are legally responsible. b) Plant and equipment pertaining to Business belonging to You or for which You are legally responsible c) Contents including Stocks belonging to You or for property which You are legally responsible whilst within the Premises

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## ALL RISKS SECTION

We will indemnify You the costs of repair or replacement in the event of direct physical damage to or loss of the Insured Property at the Premise(s) specified in the Policy due to accidental cause not otherwise excluded by this Section during the Period of Insurance.

### Specific Exclusions to All Risks Section

This Section of the Policy does not cover

1. Loss or damage arising from:
  - a. Erosion, settling, crackling, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave.
  - b. Gradual operating causes such as but not limited to deterioration, denting, wear and tear, rust, mildew, corrosion, disease, oxidation, fading tree roots, or action of light, atmospheric or climatic conditions.
  - c. Mechanical or electrical breakdown or derangement of machinery or equipment.
  - d. Shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction.
  - e. Vermin, insects, termites, scratching, denting, chipping or defacing.
  - f. Latent defect, faulty workmanship, structural defects or faulty design
  - g. Livestock
  - h. The cessation, interruption, retarding of any process, operation or work whether total or partial.
  - i. Dishonesty, fraudulent action, trick device or false pretense.
  - j. The explosion or rupture of boilers, economizers, turbines or other vessels, machinery or apparatus in which power is used or their contents.
  - k. Unexplained or shortages of inventory or disappearance of the Insured Property.
2. Loss or damage to:
  - a. Articles of brittle nature unless such damages arises from Fire or Burglary.
  - b. Any curios or work of art, whose value exceeds S \$1,000 per item.
  - c. Glass (other than fixed plate glass), furs, garments, trimmed with fur, jewellery, watches, pearls, set or unset precious stones, gold, silver, platinum or other precious metals and alloys.
  - d. Money, as defined in the Money Section of the Policy.
  - e. Aircraft, watercraft, railway locomotives, rolling stock, motor vehicles, motorcycles, trailers and other mechanically or electrically propelled vehicles and accessories licensed for road use.
  - f. Property away from the Premises except as provided otherwise in this Section.
  - g. Property in the open or being processed, constructed, erected, installed, altered, dismantled, removed, or in transit including related materials and supplies.
  - h. Empty Premises and Property contained therein awaiting or undergoing demolition.
  - i. Property being worked on or directly arising from any process of manufacture, repair alteration, or servicing.

### Applicable Clauses to All Risk Section

#### 1. Alterations and Repairs (Workmen's Clause)

Workmen are allowed in or about any of the buildings or premises insured for the purpose of carrying out minor alterations, decorations, repairs and general maintenance without prejudice to the terms of this insurance.

#### 2. Appraisal

If the aggregate claim for any loss does not exceed \$5,000/- or 5% (per cent) of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

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

#### 3. Architects' Surveyors' & Consultant Engineers' Fees

The insurance extends to include Architects', Consulting Engineers', Surveyors', legal and other fees and costs for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon destruction or damage caused by any of the insured perils, to any of the buildings, machinery or plant insured under this Policy but not such fees for preparing any claim under this Policy.

Provided that the said fees do not exceed S\$5,000 for any one loss.

**4. Reinstatement of loss clause**

In the event of any loss covered by this Policy and in the absence of written notice by the Company or the Insured to the contrary, the amount of insurance cover reduced by such loss will be automatically reinstated as from the date of the loss provided the Insured pays the appropriate additional premium computed from the date of the loss to the expiry of the Period of Insurance.

**5. Awnings, Blinds, Signs or Outdoor Fixtures or Fittings of any description**

Loss or damage to the Awnings, Blinds, Signs or Outdoor Fixtures or Fittings of any description caused by the insured perils is covered up to a limit of S\$10,000.

**6. Average relief clause (85%)**

If at the time of loss the sum insured does not represent at least 85% of the reinstatement value then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

**7. Brand and label clause**

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

**8. Breach of conditions and warranties clause**

A breach of any condition or warranty shall void the Policy only in respect of all risks to which that breach applied and does not affect the Policy in respect of the other risks.

**9. Breach of warranties**

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

**10. Contract price clause**

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

**11. Electrical Installation Clause b**

Loss or damage by fire to electrical appliances and installations insured by this Policy arising from or occasioned by over running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy. For the avoidance of doubt, no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

**12. Fire extinguishment expenses clause**

The insurance extends to include the cost of replenishment of firefighting appliances and destruction of or damage to such appliances (including employees' personal effects and clothing) unless otherwise specifically insured. Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property insured by this Policy or immediately threatening to involve such property. The Company's liability under this extension is subject to a limit of S\$1,000 each and every loss.

**13. All Other Contents**

It is agreed that the term "All Other Contents" is understood to include:

- a. Money and stamps not otherwise specifically insured for an amount not exceeding \$500/-.
- b. Documents, manuscripts and business books but only for the value of the materials as stationery, together with the costs 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 \$500/- 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 \$500/-.

- d. Patterns, models, moulds, plans and designs, for an amount not exceeding \$500/- 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 \$500/- in respect of any one Employee.

#### **14. Removal of debris clause**

The insurance by this Policy extends to include costs and expenses necessarily incurred with the consent of the Company in:

- a. Removing debris
- b. Dismantling and/or demolishing
- c. Shoring up or propping

of the portion or portions of the property insured by this Policy (including the Insured's legal liability for the cost of removal of debris, dismantling, demolishing, or repairing adjoining premises on the site) destroyed or damaged by fire or lightning or other peril insured against by this Policy.

Provided that:

- a. Such cost or expenses is not recoverable under any other policy of insurance
- b. The liability of the Company under this memorandum shall in no case exceed 5% of the sum insured of the item involved unless otherwise stated in the Schedule, nor, in all, the total policy Sum Insured specified in the Schedule.
- c. The indemnity provided by this memorandum shall not include costs of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

#### **15. Temporary Increase in sum insured**

This Policy extends to cover the temporary increase in Sum insured for stocks for the two weeks preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day, up to a limit of 20% of Sum Insured or \$150,000 whichever is lower.

#### **16. Property Away from Premise (applicable to Retail and F&B plans)**

This Policy extends to cover physical loss of and/or damage to the interest insured described in the Policy Schedule reasonably attributable to:

- a. fire or explosion
- b. overturning or derailment of land conveyance

The insurance shall commence from the time of loading of interest insured onto the land conveyance for the commencement of transit, continues during the ordinary course of transit until the interest insured is safely unloaded from the land conveyance on arrival at final destination.

Provided that the liability of the Company under this extension shall in no case exceed S\$2,000 during the Period of insurance

#### **17. Deterioration of stocks (applicable to retail and F&B plans)**

This Policy extends to cover the Insured for loss of and/or damage or deterioration of stock in trade kept in refrigeration units whilst contained in the location of risk specified in the Schedule due to:

- a. The accidental damage of refrigerating unit
- b. Failure of public electricity

This extension shall exclude:

- a. A time excess of 24 hours each and every loss
- b. Deliberate act of any power supply authority
- c. The withholding or restricting of power by such authority
- d. Refrigerating units which are greater than six (6) years old
- e. Consequential loss of any kind
- f. The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments

Provided that the liability of the Company under this extension shall in no case exceed S\$2,000 during the Period of insurance

**Land Acquisition**

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

**Special Conditions**

1. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable of the loss accordingly. Each item of the Policy (if more than one) to which this condition applies shall be separately subject to the foregoing provision.
2. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the Policy if this condition had not been incorporated therein shall be made.
3. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this condition had not been incorporated therein.

**Excess (All Risk Section, unless otherwise stated)**

An excess of 0.50% of loss, subject to a minimum of S\$300 is applicable to each and every claim arising from accidental damage and/or full theft.

## DAILY CASH BENEFIT SECTION

If any of the Property used by You under the All Risk Section for the purposes of Business is subject to loss or damage, results in the interruption of or interference with Business, We will indemnify You the amount specified in the Policy.

### Basis of Settlement

Indemnity under this clause shall be the amount of daily benefit as specified in the Schedule multiplied by the actual number of days Your business is totally suspended from operation, subjected to a maximum of 100 days.

No indemnity shall be payable if the damage or destroyed property is not rebuilt, repaired, or replaced or if the total suspended period is less than 1 Normal Business day.

We will extend and indemnify for losses and/or damage as defined up to the limits of Indemnity stated hereunder subject to the terms and conditions of the Policy.

### Applicable Clauses to Daily Cash Benefit Section

#### 1. Denial of Access Clause

It is hereby declared and agreed that loss resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of the Premise (within 1km radius) stated in the Schedule which shall prevent or hinder the use of or access to the Premise whether the Premise be damaged or not shall be deemed to be loss resulting from Damage to the property used by the Insured at the Premise.

Provided always that the Company shall not be liable for any loss insured by this extension unless the interruption of or interference with the Business exceeds a period of the time excess stated in the Schedule and the liability of the Company under this extension shall apply only to such period in excess of the time excess stated in the Schedule.

#### 2. Failure of Electricity Supply

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage to property at any electricity station or substations from which You obtain electric current shall be deemed to be loss resulting from Damage.

We shall not be liable under this Section unless the failure of electric current from such electricity station or sub-stations exceed a continuous period of 24 hours and Our liability under this Section shall apply only to such period in excess of 24 hours but subject to the maximum insured period stipulated in the Schedule.

#### 3. Outbreak of Human Infectious or Contagious Disease

This benefit is extended to cover losses suffered by the Insured Person arising from the closure of the Situation/Premise by order of any of the relevant government authority of Singapore due to an occurrence of a contagious or infectious disease outbreak at the Situation/Premise.

The Benefit shall exclude any claim in directly or indirectly caused by, or contributed by, or resulting from : -

- a) acquired immune deficiency syndrome (Aids),
- b) coronavirus disease (COVID-19)
- c) severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2);
- d) any mutation or variation of SARS-CoV-2 or COVID19
- e) any outbreak which is classified as epidemic or pandemic by the World Health Organisation(WHO) or the Ministry of Health, Singapore.
- f) any fear or threat of b), c), d) or e) above.

of which is required by law or stipulated by the governmental authority to be notified to them.

For the specific purpose of this benefit:

- i. Only situation/ premises expressly listed in the policy schedule with full addresses and insured values declared for the situations are included
- ii. The Company shall not be liable for any claim for the first 10 days interruption or interference to the business from the date from which the closure is applied
- iii. The Company's maximum liability under this coverage extension shall be S\$100.00 per day for a maximum number of 30 days.

## **RENTAL EXPENSES SECTION**

It is hereby declared and agreed that in the event that the property used by You, as stated in the Schedule, is rendered uninhabitable by a loss arising under All Risk, we will indemnify you for:

- a. Reasonable additional expenses for the rental of alternative premises;
- b. Cost incurred out of temporary storage of equipment, furniture and other Contents;

### **Basis of Settlement**

Indemnity under this Section shall be the amount as specified in the Schedule, subjected to a maximum of S\$30,000.

No indemnity shall be payable if the damage or destroyed property is not rebuilt, repaired, or replaced or if the total suspended period is less than 7 Normal Business Days.

## MONEY SECTION

### Definitions

1. Business Hours means Your office hours and the working hours (including overtime) during which You or Your Principals or employees entrusted with Your money are at the Premises for the purpose of Your Business.
2. Principals means Your executive officers and Your directors but only whilst acting in their capacity as directors.
3. Money means current coin bank and currency notes, cheques, postal notes and money orders, bank drafts, credit cards, sales vouchers, current postage and revenue stamps, bonds, bills of exchange, promissory notes, postage and revenue franking tickets or other redeemable vouchers or any other negotiable instrument, Your own or the property of others in Your custody or control.

We will indemnify You for loss of money occurring during the Period of Insurance up to the amount stated in the Schedule:

- a. Whilst the Money is within Your premises during Business hours contained:
  - i) In locked safe/strongroom;
  - ii) In secured cash register, locked drawer / cabinet
- b. Whilst the Money is within Your premise after Business hours contained:
  - i) In locked safe / strongroom
  - ii) In secured cash register, locked drawer / cabinet up to a limit of S\$2,500 or the amount stated in the Schedule, whichever is lower.
- c. Whilst in transit anywhere in Singapore (except in the course of mail) to or from your Premises while in your personal custody or the custody of Your authorized persons. Money in transit shall include money drawn as wages and/or salaries and carried by You and/or Your authorized persons.
- d. Whilst in Your personal custody or the custody of Principals, Directors, or authorized employees/persons named in the Schedule contained in your/their private residences (up to a limit of S\$300 any one loss). Our liability in this respect shall cease at bank opening hours on the next banking day or after 36 hours, whichever is earlier.

### Exclusions to Money Section

We will not cover for:

1. Loss of Money as a result of shortages due to clerical or accounting errors or omission or due to depreciation in value or to the use of counterfeit Money.
2. Loss of Money due to infidelity, dishonesty, fraudulent embezzlement by or fraudulent misappropriation by any of Your Principals, partners or employees.
3. Loss of Money entrusted to any person other than Yourself, Your Principals or authorized employees.
4. Loss of Money from an unattended vehicle.
5. Loss of Money from drawers, safes, strongrooms or other depository following the use of keys and/or combination numbers unless such keys and/or combination numbers are obtained by threats or violence.
6. Loss of Money in the possession and/or transit of professional carriers.
7. Loss of Money being contents of machines operated by coins, tokens or currency notes.
8. Mystery disappearance or unexplained loss.



**Warranty Conditions Applicable to Money Section**

1. It is warranted that You must maintain a daily record of the amount of money contained in the locked safe, strongroom, drawer, and/or cash register and the amount of money in transit. Such record shall be deposited in a secure place other than the safe and/or drawer and must be produced as documentary evidence in the event of a claim.
2. It is warranted that the keys and codes for combination locks to safe, strongroom, drawer, and/or cash register must be removed from the Premises whenever the Premises are closed except whilst You or your employee (responsible for holding the keys and codes for combination locks) is actually on the Premises.

**Additional Benefits to Money Section  
Temporary Increase in Sum Insured**

We will automatically increase the Sum Insured for 1 week preceding and two (2) working days immediately after Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day and up to a limit of 50% of original Sum Insured or S\$10,000 whichever is lower.

## **PLATE GLASS (FIRST LOSS BASIS) SECTION**

We will indemnify You up to the Sum Insured stated under the Plate Glass Section of the Schedule, in respect of accidental breakage of any fixed Plate Glass situated in Your Premises during the Period of insurance.

### **Exclusions to Plate Glass (First loss basis) Section**

1. We will not indemnify for breakage of Plate Glass resulting directly or indirectly from
  - a. Damage under All Risk Section
  - b. Defects in framework beadings or other fittings
2. Superficial damage by scratching or window slashing, unaccompanied by actual breakage of Plate Glass involved.
3. Breakage due to workmen carrying out repairs on the Premises, or in the course of whilst being fitted in position.
4. Premises whilst left unoccupied other than damage happening during the first 30 days of un-occupancy, to the Premises which is securely locked.
5. Claims with regard to:
  - a. Any consequential loss, damage or injury
  - b. The cost of replacement or removal of any fittings, fixtures or other obstruction to replacement
  - c. Lettering, painting, embossing, silvering, ornamental work, bent, stained, beveled or movable glass, unless specifically insured as shown in Your Schedule.

### **Special Conditions to Plate Glass (First loss basis) Section**

1. The Plate Glass insured is considered as plain and of ordinary glazing quality, without embossing, silvering, lettering, bending or ornamental work of any kind and shall be replaced accordingly, unless otherwise specified.
2. An excess of S\$300 each and every claim is applicable.

## WORK INJURY COMPENSATION INSURANCE SECTION

1. This section (hereinafter called the 'Policy') is issued as an approved policy under the Work Injury Compensation Act 2019.
2. **Interpretation**
  - (1) References to "Act" in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time.
  - (2) References to "the Legislation" in this Policy mean the Work Injury Compensation Act 2019, and any regulations made thereunder, as may be amended from time to time.
  - (3) Words used in the Policy have the meanings given by the Legislation.
  - (4) References to "Terms of this Policy" mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act.
  - (5) The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy.
  - (6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule.
  - (7) The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule.
  - (8) References to "Relevant Injury" in this Policy mean death or personal injury
    - (a) sustained by an employee that is caused by an accident that:
      - (i) arises out of or in the course of the employee's employment with the Insured and
      - (ii) occurs during the Period of Insurance; or
    - (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee's employment with the Insured during the Period of Insurance.
  - (9) References to "the employee's employment with the Insured" in this Policy include work done by the employee for another person while the employee's services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).
  - (10) References to "earnings" have the meaning given by the Act.
  - (11) References to "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" 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.
3. **WHEREAS** the Insured is carrying on the Business described in the Schedule, and has:
  - a) submitted a Proposal to the Company for the insurance under this Policy and
  - b) paid or agreed to pay the premium stated in the Schedule as consideration for such insurance, this Policy incorporates the Schedule and the Proposal, which shall be read together as one contract.
4. **NOW** if any employee described in the Schedule in the Insured's employment has a Relevant Injury the Company will, subject to the Terms of this Policy, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.
5. In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall observe, comply with, fulfil and be subject to the Terms of this Policy as though they were the Insured in so far as the Terms of the Policy can apply.
6. **PROVIDED ALWAYS** that:
  - a) In the event of any change in the Legislation, the Company reserves the right to cancel this Policy in accordance with clause 10(9) of this Policy or allow the Policy to remain in force and charge reasonable additional premium therefor.
  - b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.
7. **Jurisdiction**
  - (1) This Policy is governed by the laws of the Republic of Singapore.

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

#### 8. Recovery from Insured

- (1) Where the Company pays any amount under this Policy that an Insured is liable to pay under the Legislation, the Company shall have the right to recover from the Insured: -
  - (a) where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by the Company which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated material facts;
  - (b) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim;
  - (c) where the Insured breaches any obligation under the 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.

#### 9. Exceptions

- (1) The Company shall not be liable in respect of: -
  - (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
  - (b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -
    - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
    - (ii) any act of terrorism including but not limited to: -
      - A. the use of threat of force, violence; and/or
      - B. harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to Clauses 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.

#### 10. Conditions

- (1) In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Policy.

- (2) The Policyholder warrants and shall be deemed to have the authority to enter into this Policy either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorised by all other Insured under this Policy to make such declarations or disclosures as the Company requires on their behalf. On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy.
- (3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- (4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.
- (5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation. Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
- (6) No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company.
- (7) The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as the Company may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation.
- (8) The Insured must notify the Company immediately if the Nature 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.
- (9) The Company may cancel this Policy by giving 14 days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of \$53.50 (inclusive of GST) 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 \$53.50 (inclusive of GST) by the Insured.
- (10) Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against the Company.
- (11) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act to enforce any of its terms.

#### 11. Data Governance

- (1) The Insured agrees and gives consent for the Company to verify the following information about the Insured with governmental or regulatory authorities, for the purposes of processing, underwriting, administering and managing the Policy with the Company: -
  - (a) workforce size and aggregated payroll for all, or any class of employees;
  - (b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.
- (3) The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to the Policy to the Insured's insurance intermediaries and the Company's authorised agents and service providers) for purposes relating to or incidental to the Insured's claims under the Policy or in accordance with the Legislation.

#### 12. Premium Adjustment and Declaration of Earnings

- (1) The premium payable by the Insured shall be based on the total number of employees declared 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 number of employees declared by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total number of employees 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 S\$53.50 (inclusive of GST) by the Insured.
- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.
- (4) The Insured shall without demand and within a month after the expiry date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

#### 13. Underinsurance and Average Condition

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

#### 14. No Avoidance of Compulsory Terms

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.

#### 15. Additional Benefits

##### Social Recreational Activities

It is hereby declared and agreed that this policy is extended to cover any in connection with Your employee during any social recreational or welfare activities organized by the You within the Republic of Singapore, subject to a maximum claim of S\$2,000 per employee and S\$20,000 in aggregate for all Your employee injured in the event of any one occurrence .

##### Travelling to and From Residence/Work

It is hereby declared and agreed that this Policy shall extend cover Your employee(s) whilst travelling between his/her place of residence or place of employment and any other place within Singapore for the purpose of his employment. Provided that any such event giving rise to a claim is not the result of an occurrence during or after any substantial interruption or deviation from the journey made for a reason not in connection with his employment which ordinarily would have materially added to the risk of injury.

This extension shall always be limited to a maximum claim of S\$20,000 per employee and S\$200,000 in the aggregate for all Your employee injured in the event of any one occurrence provided always that the employees is not travelling on a motor cycle or as a pillion rider.

#### 16. Extension of Work Injury Compensation Section

##### Common Law Liability

This Section, subject to the terms, exceptions conditions and warranties abovementioned for Work Injury Compensation Section , and any memorandum if applicable, contained herein or endorsed hereon, indemnify You against all sums which You shall become legally liable to pay as compensation if at any time during the Period of Insurance any employee in Your immediate service as defined under the Act shall sustain bodily injury by accident or disease arising out of and in the course of his employment by You in the Business and if You shall be liable to compensate for such injury under Common Law. Notwithstanding anything contained herein to the contrary, Our liability in respect of Common Law claim shall be limited to S\$10,000,000 for any one claim or series of claims arising out of one event.

In addition, we will pay all costs and expenses incurred by You with the written consent of the Company.

The extension of the Policy under this section is not intended to indemnify the Insured for successful claims by a claimant against the Insured under the Act but for which the Insured is not fully indemnified under the above Work Injury Compensation Section.

## **PUBLIC LIABILITY SECTION**

We will indemnify You for all amounts which You shall become legally liable to pay as damages in respect of accidental bodily injury (including death or disease) to any person and accidental loss of or damage to property in Singapore and occurring in connection with the business as specified in the Policy Schedule.

### **Territorial Limit**

1. At the Situation of Risk as specified in the Policy Schedule and/or
2. Within the compound of the building at the Situation of Risk if the Situation of Risk is located within a building and/or
3. Anywhere in Singapore in connection with Your Business for the Situation of Risk specified in the Schedule.

### **Limit of Indemnity**

Our liability for all claims shall not exceed the Limit of Indemnity stated in the Schedule in respect of once occurrence or series of occurrences consequent upon an original cause in respect of all bodily injury loss or damage and is unlimited in any one Period of Insurance in respect of all occurrences.

Our liability in respect of claims for compensation within the legal jurisdiction of the Republic of Singapore during anyone Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule and the Limit of Indemnity shall be deemed to be inclusive of all legal costs charges and expenses incurred by either of Us or You with Our written consent and all legal costs charges and expenses recoverable from You by any claimant.

### **Exclusions to PL Section**

We will not indemnify for:

1. Liability in respect of injury, illness, loss of or damage which results from Your deliberate act or omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. Liability assumed by You by agreement and which would not have attached in the absence of such agreement.
3. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with You if such liability is in respect of injury or illness arising out of or in the course of the employment of such person by You or any sums payable by You under legislation relating to occupational injury or illness.
4. Liability in respect of loss of or damage to property
  - a. Belonging to You; or
  - b. Under Your care, custody or control or in Your charge; or
  - c. Being that part of any property on which you or any of your employee(s) or agent(s) are or have been working if that loss or damage results directly from such work;
  - d. Caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus intended to operate under steam pressure belonging to or under Your control or any of Your employee(s) or agent(s).
5. Liability in respect of injury or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support.
6. Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of You of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar trucks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer within the limits of any carriageway or thoroughfare.
7. Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
  - a. Any lift, elevator, hoist or crane owned or used by You or for the maintenance of which You are responsible.
  - b. Any commodity article or thing supplied, repaired, altered or treated by or to the order of You and happening elsewhere than at Your premises.
  - c. Defective sanitary installation or poisoning of any kind of foreign or detestable matter in food or drink manufactured.
8. Liability directly or indirectly occasioned by or through or in consequence of pollution or contamination.



9. Any fine or penalty imposed upon You or any punitive or exemplary damages awarded against You.
10. Liability in respect of pure consequential loss
11. Bodily injury arising out of the rendering of or failure to render any service of a professional nature including but not limited to:
  - a. Medical, surgical, dental X-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
  - b. Any service or treatment intended to be conducive to health; or
  - c. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
  - d. Professional services by architects, engineers, surveyors, accountants, lawyers or insurance brokers; or
  - e. Data processing services
12. Any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.
13. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

#### **Special Conditions to Public Liability Section**

Property damage covered under this Section shall mean physical damage to the substance of tangible property. Physical damage to the substance of tangible property shall not include damage to data or software, in particular any alteration, deletion or loss of data, software or computer programs. It is further noted and agreed that this Policy is subject to the following exclusions:

1. Loss or damage to data or software, in particular any alteration, deletion or loss of data, software or computer programs and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.
3. An excess of S\$350 each and every claim is applicable.

#### **Additional Benefits for this Section**

We will extend to include Your legal liability and pay up to the Limits of Indemnity stated hereunder subject to the terms and conditions of the Policy:

##### **1. Advertising neon signs**

Accidents in connection with Your advertising and neon signs located anywhere in the Republic of Singapore

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

Bodily injury or loss of or damage to property by air or water pollution caused by immediate discharge consequent upon an accident or by defective drains, sewers or sanitary arrangements. Provided that, Our liability shall not in respect of any one Period of Insurance, exceed S\$250,000 any one loss or the amount stated in the Policy schedule whichever is lesser.

##### **3. Food and Drink**

Death or bodily injury caused by or arising out of food and drink sold or supplied by You in the normal course of business. Our liability for all damages payable shall not in respect of any Period of Insurance exceeds S\$250,000 any one loss.

##### **4. Social and Recreation Clause**

For bodily injury and property damage caused by or arising out of and in connection with any social, recreational or welfare activities organized, supervised and managed by the insured for its invited participants, including employees.

##### **5. Non Manual Overseas Business Trips**

It is hereby declared and agreed to extend to cover Your employees while on incidental non manual overseas business trips in connection with your business. The territorial limit in respect to incidental non manual business trips is to read as "Worldwide

excluding USA, Canada and US Sanctioned Countries.

#### **6. Loading and unloading of vehicles**

Bodily injury and /or damage to property arising out of or in the course of loading or unloading operation from a stationing vehicle including delivery or collection of the loading from or to the vehicle, within the compound of the building, up to the limit specified in the Policy Schedule.

#### **7. Tenants' and Occupiers' Liability**

The exclusion of property in the charge or under Your control or any servant shall not apply in the event of loss or damage to premises (all fixtures or fittings thereof) hired, leased, or rented to You. Furthermore, this extension covers Your legal liability as occupiers of the premises. Provided that, this shall not apply to liability in respect of such loss or damage if the liability is assumed by You under agreement and would not have attached in the absence of such agreement.

#### **Memorandum (Applicable to Medical Clinic)**

1. This Policy excludes any liability or bodily injury arising out of contagious disease including but not limited to:
  - a. Acquired Immune Deficiency Syndrome (AIDS)
  - b. Human Immunodeficiency Virus (HIV)
  - c. Diseases or viruses of communicable or contagious nature.
2. It is hereby declared and agreed, without prejudice, that any incident arising out of bodily injury shall be treated by a Certified Medical Practitioner, of whom the mentioned Certified Medical Practitioner is not an employee of the Insured or the Policy Holder.

## PERSONAL ACCIDENT SECTION

We will, subject to the terms exceptions conditions and warranties, and any memorandum if applicable, contained herein or endorsed hereon, indemnify You or Your Employees, if during the Period of Insurance You or Your employee (aged between 16 and 65 years (Age next Birthday) and, subject to Our approval, may be renewed up to 70 years (Age next Birthday)), sustains bodily injury caused solely and directly by violent, accidental, external and visible means which independently results in death or permanent disablement anywhere in the world occurring within 12 calendar months from the date of accident.

### Definitions for Personal Accident Section

#### 1. Injury

- a. bodily injury which is sustained by You or Your insured employee(s) during the Period of Insurance
- b. bodily injury which is caused solely and directly by violent, accidental, external and visible means; and
- c. Is solely and independently of any other cause, except sickness directly resulting from, or medical or surgical

treatment rendered necessary by such injury; occasions the death or permanent disablement of that Insured Person within 12 Calendar months from the date thereof.

#### 2. Total Disablement

Means bodily injury whether of a temporary or permanent nature which solely and directly totally disables and prevents and Insured Person from attending to Your Business or Occupation (of any and every kind) or if You or Your employee have no Business or Occupation from attending the usual duties.

#### 3. Permanent

Means lasting 12 calendar months and at the expiry of that Period of Insurance being beyond hope of improvement.

#### 4. Loss of Sight

Means total and irrevocable loss of sight.

#### 5. Loss of Limb

Means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

#### 6. Loss of fingers or toes

Means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

#### 7. Loss of Use

Means complete in terms of physical incapacity or disability and not in terms of professional or occupational incapacity or disability of You or Your employee.

### Exclusions for Personal Accident Section

We will not indemnify You for claims arising directly or indirectly from:

1. Suicide, self-destruction, self-inflicted injury, or any attempt there at while sane or insane.
2. Injury occasioned by or contributed to by pregnancy or childbirth, or venereal disease, or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and/or any mutants derivative or variations, and/or other forms of sexually transmitted disease.
3. Insured Person(s) under the influence of intoxicating liquor or of a drug, other than a drug taken or administered on medical advice.
4. Flying or other aerial activity other than flying in a power-driven aircraft as a passenger but not as a member of the crew or for the purpose of any trade or technical operation in or on the aircraft.
5. Illegal acts or actions committed by You or Your insured Person(s).

6. Insured Person(s) in active military, naval or air force (whether there is war or not), other than as part-time National Service as a Reservist in the Navy, Army, Air Force, Police, Fire Brigade and Vigilante Corps. Provided always that We shall not be liable for any injury caused as a result of:
  - a. War, invasion, act of foreign enemy or hostilities (whether war is declared or not).
  - b. Civil war, mutiny, rebellion, insurrection, military force or coup
7. Insured Person(s) taking part in hunting, ice-hockey, motorcycling, motor racing, motor rallies, mountaineering with the use of ropes or guides, parachuting, paragliding, bungee jumping, potholing, racing of any kind other than on foot, skiing, winter sports, steeple chasing, polo, contact sports or underwater pastimes.
8. Bodily injury resulting solely and directly or indirectly from sickness or disease or any naturally occurring condition, or the result of any gradual operating cause.
9. Any pre-existing condition or illness and bacterial or viral infections even if contracted by accident.

**Basis of Settlement**

No.	Description	Benefits (% Of Sum Insured)
1.	Death	100%
2.	Total and Permanent disablement of: <ol style="list-style-type: none"> <li>a) Loss of sight in both eyes</li> <li>b) Loss of two limbs</li> <li>c) Loss of two hands</li> <li>d) Loss of sight in one eye with loss of one hand or one foot</li> <li>e) Total paralysis</li> </ol>	100% 100% 100% 100% 100%
3.	Permanent and Partial Disablement of: <ol style="list-style-type: none"> <li>a) Loss of one arm from above elbow joint</li> <li>b) Loss of one leg from above knee joint</li> <li>c) Total and irrecoverable loss of all sight in one eye</li> <li>d) Loss of four fingers and thumb of one hand</li> <li>e) Loss of one thumb</li> <li>f) Loss of one index finger</li> <li>g) Loss of one middle finger</li> <li>h) Loss of one ring finger</li> <li>i) Loss of one little finger</li> <li>j) Loss of one great toe with joint</li> <li>k) Loss of any other toe</li> </ol>	65% 55% 50% 50% 20% 15% 10% 10% 7% 5% 2%

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

In the event of permanent disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified within reference to the profession or occupation of the Insured person.

**Additional Benefits for Personal Accident Section****Non Manual Overseas Trip Extension**

It is hereby declared and agreed that we will extend to cover You/Your insured Person(s) while on non-manual overseas business trips in connection with the Business or leisure. The territorial limit in this extension shall read as "Worldwide excluding USA, Canada and other sanctioned countries".

**Special Provisos to Personal Accident Section**

1. Permanent total loss of use of a limb or member shall be treated as loss of the limb or member.
2. The total sum payable to each insured Person for Permanent Disablement in respect of Injury to more than one part of a limb or member shall not exceed the sum payable in respect of such injury to the whole of that limb or member.
3. We shall only be liable to make only one payment, either under Benefit 1 or 2, in respect of any one Insured person.
4. Total and Permanent Disablement shall be payable upon certification by a registered medical practitioner.
5. Notwithstanding anything contained in the Policy to the contrary, Our liability in respect of any one accident per conveyance shall not exceed S\$1,000,000 in the aggregate. In the event that the aggregate same accident whilst travelling in or on any conveyance, the amount payable in respect of each Insured Person shall be proportionately reduced by the ratio of the amount stated in Your Schedule divided by the total of all claims payable by Us for such accident had the claim not exceeded the Conveyance Limit.

**SPECIAL CONDITIONS**

1. Following accidental injury You or Your insured Person(s) must promptly obtain and follow medical advice from a qualified medical practitioner who must also provide a certificate confirming the nature and extent of the injury.
2. This Section shall be voided in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by You/Your insured person(s) in regards to material or information in connection with:
  - a. The health of You or Your insured person(s) and in particular
    - (i) Whether You or Your employee is suffering from a disease, illness, disability or handicap; or
    - (ii) Whether You or Your employee is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap;
  - b. You or Your insured person(s) previous risk experience and claim history, insurance record, including previous insurance refusals.
3. In the case of death where a reasonable doubt exists as to the cause of the death, We must be allowed to appoint a qualified medical practitioner to perform a post-mortem examination of the body of the Insured Person(s) at Our expense.
4. You must give immediate notice in writing to Us of any change in any of the Insured Person's business or occupation or any other material facts in relation to the Insured Person(s) state of health or physical condition of which You may become aware. You may be required to pay any additional Premium charged by Us.
5. You must give Us notice in writing immediately in the case of death or within 14 days in the case of any injury to an Insured Person(s). All reports, certificates and information required by Us must be furnished at Your expense and must be in such form as We prescribe.

## **FIDELITY GUARANTEE SECTION**

We will indemnify You against any direct pecuniary loss arising from any acts of fraud or dishonesty committed during any Period of Insurance by the employee(s) listed in the Schedule, subject to the limits of liability as specified in the Schedule. Provided always that the fraud or act of dishonesty is discovered:

1. During the period of insurance
2. Within 3 months immediately after the expiry or termination of this Policy; or
3. Within 6 months after the termination of the employee(s) employment

Provided that the fraud or act of dishonesty is committed within the Geographical limits and the employee(s) has been convicted in any court of Singapore.

### **Exclusions to Fidelity Guarantee Section**

We shall not be liable:

1. For loss in respect of any improper financial gain obtained by any Employee in the form of salaries, fees, commission or other benefits earned in the normal course of employment.
2. For loss of interest or pure consequential losses of any kind.
3. In the event where there is a change in the nature of Your Business.
4. If the occupation or duties of the Employee are changed or the remuneration of the employee is reduced.
5. If the precautions and checks for securing accuracy of accounts are not fully observed.
6. For more than one claim in respect of any act or acts of fraud or dishonesty by anyone employee.

### **Special conditions to Fidelity Guarantee Section**

1. Upon the happening of any circumstances giving rise or likely to give rise to a claim under this Section, You shall immediately upon becoming aware of such loss or damage gives immediate notice to the Police and take all practical steps to bring about prosecution or conviction of the employee involved.
2. On discovery of any act or fraud or dishonesty committed by your employee or of reasonable cause for suspicion thereof that may give rise to a claim under this section, You must within 7 days give us written notice. Knowledge on the part of any of your employee exercising supervision over the employees involved shall be deemed to be your knowledge.
3. In the event of a claim, all Your books of accounts and any accountants' reports thereon shall be open to Our inspection and You shall give all information and assistance to enable Us to obtain reimbursement from the Employee involved or his estate of any amount which We shall have paid or become liable to pay under this Section.
4. The value of property of any Employee involved in any act of fraud or dishonesty giving rise or likely to give rise to a claim under this Section in Your hands and any sum which but for any act of fraud or dishonesty would have been due to such Employee by You shall be deducted from any amount payable under this Section.

## **FIRE AND EXTRANEOUS PERILS ON BUILDING SECTION**

We will indemnify You in the event of loss of or damage to the Building specified in the Policy Schedule, by an Insured Peril (shown below) during the Period of Insurance. We will pay You the value of the Building lost or damaged, or at our option reinstate or replace such Building or any part thereof.

### **Definitions for Fire and Extraneous Perils on Building Section**

#### **Building**

Means building(s) including walls retaining walls fences gates signs lights; underground and above ground services, site improvements, and landlord's fixtures and fittings for which the Insured is responsible.

#### **Insured Perils**

1. Fire or lightning
2. Riot and Strike shall mean loss of or damage to the Insured Property caused by:
  - 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 not).
  - b. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence of any such disturbance

Provided the Company shall not be liable for loss, damage or destruction resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

3. Malicious Damage caused by act of any person (whether or not in the course of a disturbance of the public peace), but excluding loss, damage or destruction
  - a. To goods in the open, or
  - b. In the course of burglary, housebreaking, theft or any attempt thereof or caused by any person taking part therein
  - c. Resulting from total or partial cessation of work or retarding or interruption or cessation of any process or operation
4. Explosion (whether fire ensues or not) but not excluding:
  - a. Loss, damage or destruction to boilers, economizers, vessels under pressure and their contents resulting from explosion thereof (as defined below).
  - b. Loss, damage or destruction to Property insured which at the time of such loss, damage or destruction is insured by any Boiler Explosion Policy except in respect of any excess beyond the amount payable for the loss, damage or destruction to the said Property insured under such Boiler Explosion Policy.

The term "boilers, economizers and vessels under pressure" shall mean:

Those parts of the permanent structure of any item of such plant which are subject to steam or other fluid pressure, up to and including fittings and direct attachments subject to such pressure which are connected to the permanent structure without intervening valve or cock.

The term "explosion thereof" shall mean:

The sudden and violent rending of the permanent structure of the particular item of plant by force of internal steam or fluid pressure (other than pressure of ignited flue gases) causing bodily displacement of any part of the structure together with forcible ejection of its contents.

5. Impact by road vehicles, not belonging to or under Your control, or any member of Your family, or any person under Your employment but excluding the first \$100 of each and every loss.
6. Aircraft or other aerial devices or articles dropped there from but excluding loss or damage caused by aircraft for which permission to land has been given by You.
7. Water discharged overflowing or leaking from any pipes, water systems, roof, roof gutters and downpipes, installed in or on the Situation stated in the Schedule but excluding loss, damage or destruction caused:
  - a. By water discharged or leaking from sprinkler or drencher installations at the Situation stated in the Schedule or due to fire or the extinguishing of fire
  - b. By seepage
  - c. By failure of or inadequacy of or other defect in:
    - (i) Any water pumping apparatus used for the purposes of discharging water from any basement or sump, or

(ii) Any water apparatus especially fitted or installed for trade purposes or processes.

d. To water apparatus

e. Directly or indirectly by subsidence, landslip or erosion.

Provided that the Company shall not be liable for the first S\$500 of each and every loss under this peril.

8. Earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm and flood arising therefrom subject to the following Excess Clause and Special Conditions:

#### Excess Clause

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

- a. 1% of Total Sums Insured against such peril on buildings; or
- b. S\$500

whichever shall be lesser.

This clause shall apply separately to:

- (i) Each building, for which all insured buildings at the same address will be regarded as one building;
- (ii) Each incident giving rise to loss or damage and an incident shall not be considered to have terminated until there has been 7 consecutive days' freedom from the peril and thereafter if the recurs, then it shall be considered a fresh incident and the Clause shall apply afresh.

#### Special Conditions

- a. We shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by flood-including overflow of the sea, when such is insured against by this Section) unless the Building insured shall first sustain actual damage to the roof or walls by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm.
- b. We shall then be liable only for damage to the interior of the building that is caused by water or rain entering the building through openings in the roof or walls made by the direct force of the perils.
- c. We shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such is insured against by All Risks Section of this Policy and is caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon, and windstorm.

We do not cover:

- (i) Consequential loss of any kind;
  - (ii) Loss or damage caused by hail whether driven by wind or not;
  - (iii) Loss or damage caused by subsidence or landslip except when this is caused by earthquake or volcanic eruption provided such are insured against by this Section;
  - (iv) Loss or damage caused by explosion except when loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated nor forming part of any gas works
  - (v) Loss by any ordinance or law regulating the construction or repair of buildings
- d. We shall not be liable for loss or damage which at the time of the happening of such is 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:
    - (i) Fences, gates, metal smoke stacks, awnings, blinds, signs, or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit.
    - (ii) Building in the course of construction, reconstruction or repair unless all outside doors, windows and other openings are completed and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured under this Section.

9. Flood shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the Premises insured or containing the Insured Property, but We exclude:

- a. Loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm;
- b. Loss or damage caused by subsidence or landslip;
- c. Loss or damage to fences, gates, goods stored in the open or goods in transit;



- d. The first S\$500 of each and every loss.
10. Smoke damage resulting from the sudden, unusual and faulty operation of any stationary furnace or boiler within the Situation stated in the Schedule.
11. Sprinkler leakage resulting from destruction or damage caused by water accidentally discharged or leaking from the automatic sprinkler installation provided the leakage is not a result of:
- Heat caused by fire;
  - Repairs or alterations to the buildings or premises;
  - The sprinkler being repaired, removed or extended;
  - Freezing in the event of the premises being vacated or unoccupied, or freezing due to Your negligence
  - The order of the Government or any municipal local or other competent authority;
  - Subterranean fire;
  - War, invasion, act of foreign enemy hostilities (whether war be declared or not); civil war, rebellion, insurrection or military or usurped power;
  - Explosion, the blowing up of buildings or blasting;
  - Defects in construction or condition of which You are or ought to be aware of

#### **Additional Benefits Applicable to Fire and Extraneous Perils on Building Section**

We will extend and pay up to the Limits of Indemnity stated hereunder subject to the terms and conditions of the Policy:

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

Workmen are allowed in the Building stated in the Schedule, to carry out alterations and repairs. Provided the independent contract value of each such work does not exceed 1% of the Sum Insured for Building or S\$100,000, whichever is the lesser.

##### **2. Appraisalment**

If the aggregate claim for any one loss or damage does not exceed S\$10,000 each and every loss or 5% of the Sum Insured, whichever is the lesser by the item (or items) affected, no special inventory or appraisalment of the undamaged property is required. If 2 or more buildings were included as a single item, this benefit shall apply to the range of buildings by the item (or items) affected.

##### **3. Architects' Surveyors' & Consultant Engineers' Fees**

Fees and costs for architects and other consultants for estimates, plans, specifications, quantities, tender and supervision up to a limit of S\$5,000 each and every loss.

##### **4. Automatic Reinstatement**

The Sum Insured will not be reduced by the amount of a loss provided You pay any additional premium that may be required.

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

Awnings, blinds, signs or other outdoor fixtures or fittings are covered provided Our liability under this extension shall not exceed S\$10,000 in total.

##### **6. Breach of Conditions and/or Warranties**

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

##### **7. Capital Additions**

Costs of alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to the Building up to 10% of the Sum Insured or S\$50,000 each and every loss whichever is the lesser, subject to You declaring to Us at the end of each quarter during the Period of Insurance such alterations, additions and improvements and pay any additional premium that may be required.

##### **8. Cost of Demolition and Clearing and Erection of Hoarding**

Costs incurred for demolition of Buildings and/or removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition site clearing and/or building operations following destruction of or damage to the Building by fire or any other perils hereby insured against, provided Our liability shall not exceed 10% of the cost

and expense necessary to restore damaged Building.

**9. Electrical Installation**

Fire to the electrical appliances and installation insured by Us arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity (lightning included). But We are not liable for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

**10. Extended Impact Damage**

Damage to the Building and/or to walls, gates and fences arising from impact by any road vehicles or animals. You shall bear the first S\$500 of each and every loss arising from this benefit.

**11. Fire Extinguishing Cost/Fire Brigade Charges**

Cost and expense incurred to extinguish fire involving or threatening the Building, provided Our liability shall not exceed S\$5,000 each and every loss.

**12. Heating and Power**

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

**13. Leased Property**

Any party with an insurable interest in the Building as a Mortgagee, Lessor, Hirer or the like up to the extent of their interest provided such interest is not more specifically insured.

**14. Public Authorities / Ordinance**

Additional cost and expense to reinstate the Building damaged by an Insured Peril incurred to comply with Building or other Regulations under or framed in pursuance of any Government Act (including subsidiary legislation) (collectively referred to as the "Regulations") provided that:

(1) The amount payable shall not include:

(a) The cost or expense incurred to comply with any of the aforementioned Regulations:

(i) For any loss prior to the granting of this extension.

(ii) If notice of compliance with such Regulations has been served upon You before, the loss occurred.

(i) For damaged Building or undamaged portions of the Building.

(b) The additional cost or expense that is required to reinstate or replace damaged building, had the necessity to comply with any of the aforementioned Regulations not arisen.

(c) The amount of any tax, development or any other charge or assessment related to the insured property payable to comply with any of the aforementioned Regulations.

(2) The work of reinstatement or replacement is commenced and carried out with due diligence and completed within 12 calendar months (or such extension that We may agree to in writing) from the date of loss, otherwise the amount payable shall be that payable had this clause not been incorporated.

(3) If Our liability under any insured item is reduced by the application of any provision in this Policy apart from this extension, then Our liability under this extension shall be reduced in like proportion.

**15. Reinstatement Value (excluding Stock)**

The payment for damage (other than to Stock) shall be the actual cost and expense to reinstate or to replace damaged Building on the same site, provided:

(1) All other property insurance covering Building at the time damage occurs also provides for the same basis of payment; otherwise, payment shall not exceed the Sum Insured stated in the Schedule .

(2) The work of restoration is commenced and carried out and completed within 12 calendar months (or such time that We may agree to in writing) from the date of loss; otherwise, the amount payable shall not exceed the sum insured stated in the Schedule at the time property damage occurs.

(3) If at the time of reinstatement or replacement the Sum Insured is less than the Replacement Value of Building, then You

- (4) shall be deemed Your own insurer for the difference between the Replacement Value and shall bear a proportionate share of the loss amount.
- (5) We shall not be bound to reinstate or replace exactly but only as circumstances permit and in reasonably sufficient manner. If You are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value. For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the Building.

#### **16. Sue and Labour**

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

#### **17. Protection and Safety Costs**

Costs and expenses incurred for the temporary protection and safety of the Building pending repair or replacement consequent upon insured damage up to S\$5,000.

#### **18. Tenants' Improvements**

The item "Building" includes tenants' fixed improvement, alterations, and decorations for which You are legally responsible.

#### **Exceptions and Exclusions for Fire and Extraneous Perils on Building Section**

Unless otherwise expressly stated or extended in the Policy, this insurance does not cover

1. Loss by theft during or after the occurrence of a fire.
2. Loss, damage or destruction to Property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Exception 3(f)), or by its undergoing any heating or drying process.
3. Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
  - a. (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority and/or
  - (ii) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any personProvided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before the occurrences stated in 3 (i) and (ii) above which is otherwise covered by this Policy
  - (iii) the destruction of property by order of any public authorityIn any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.
  - (b) subterranean fire.

4. Loss, damage or destruction directly or indirectly caused by or arising from or in consequence of or contributed to by
  - a. fraud or dishonesty of the Insured
  - b. the willful act or willful negligence of the Insured.
5. Consequential loss damage or liability of any kind or description.
6. Any liability in respect of loss damage liability or expense directly or indirectly caused by or contributed to by or in connection with or arising from nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception, combustion shall include any self-sustaining process of nuclear fission.

7. Any loss, damage or destruction occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
- earthquake, volcanic eruption or other convulsion of nature.
  - typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- Any loss, damage or destruction happening during the occurrences described in 7. (a) & (b) (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or destruction which is not covered by this insurance, except to the extent that the Insured shall prove that such loss, damage or destruction happened independently of the existence of such abnormal conditions.
8. Any loss, damage or destruction to the following property unless otherwise expressly stated in this Policy:
- Goods held in trust or on commission except for goods specified in the Schedule for which the Insured is responsible.
  - Bullion or unset precious stones.
  - Any curiosity or work of art for an amount exceeding \$1,000.
  - Manuscripts, plans, drawings, or designs, patterns, models or moulds.
  - Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account, other business books or computer systems records.
  - Coal, against loss, damage or destruction occasioned by its own spontaneous combustion.
  - Explosives.
  - Any loss, damage or destruction occasioned by or through or in consequence of explosion; but loss, damage or destruction by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
  - Any loss, damage or destruction occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.
  - Damage to any electrical machine apparatus or any portion of the electrical installation arising from or occasioned by its overrunning, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity arising from whatever cause (lightning included).
  - Overhead transmission and distribution lines exceeding 500 metres from the main utilities (supplier of electricity or telecommunication).
9. Any liability for:
- Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (i) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening(s) during the period of this Insurance.
  - the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening(s) during the period of this Insurance.
  - fines, penalties, punitive, aggravated or exemplary damages.  
This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.
10. a. **DAMAGE:** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking
- b. **CONSEQUENTIAL LOSS:** directly or indirectly caused by or arising from [programming or operator error, Virus or Similar Mechanism or Hacking] but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.  
Definitions applicable to this exception

(i) Defined Contingency

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

(ii) Virus or Similar Mechanism

For the purpose of this exception only, Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

(iii) Hacking

For the purpose of this exception only, Hacking means unauthorized access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

11. Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
- Electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - Media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- Recognizing using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

Definition for this exception

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal.

12. Death, disability, loss, damage, destruction, 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:
- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, conspiracy, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - any act of terrorism.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance

the burden of proving the contrary shall be upon the Insured.

13. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a. asbestos, or
  - b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

#### **Conditions for Fire and Extraneous Perils on Building Section**

1. **Limit of Indemnity for Fire and Extraneous Perils on Building Section**

The amount payable in respect of any one loss for Building shall not exceed the Sum Insured stated in the Schedule.

2. **Basis of Settlement for Fire and Extraneous Perils on Building Section**

Claims for insured loss or damage will be settled on the basis of the cost of repairing or replacing the lost or damaged Building with similar property having similar function or output without any deduction for wear, tear or depreciation. Any repair or replacement must commence and carry out within a reasonable time and must be completed within 12 months after the loss or damage or within such time as We may in writing allow; otherwise We will not pay beyond the amount which would have been payable.

3. **Acquisition**

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

## **BUSINESS INTERRUPTION SECTION**

### **Definitions**

**1. Business Interruption**

Financial loss incurred which arises because normal business at the location is disrupted as a result of property damage.

**2. Gross Profit**

The amount by which the sum of the Turnover and the amount of Closing Stock exceeds the sum of the amounts of Opening Stock and Specified Uninsured Working Expenses. [Note: Your usual accounting methods, with reasonable provisions made for depreciation, will be used to determine the amounts of Opening and Closing Stocks].

**3. Item**

Your Insured Property stated in this Policy to be a subject of insurance

**4. Location**

The Situation of Risks as stated in the Policy Schedule where You conduct Business.

**5. Normal**

In the manner or under the conditions that would have existed had property damage not occurred.

**6. Period of Indemnity**

The Period, up to Maximum Indemnity Period of 12 months specified in the Schedule, starting on the date of property damage during which the results of the Business may be affected.

**7. Wages**

The Remuneration (including Central Provident Fund contributions, bonus, overtime pay and other payments pertaining to employment) of all employees other than those whose remuneration is treated as salaries in Your book of accounts.

**8. Specified Uninsured Working Expenses**

Variable cost of Business, including discounted cost of purchases, carriage packing and freight, bad debts and other items as specified in the Schedule. If not specified, then all variable costs and expenses of the Business recorded in its books of accounts as incurred to generate Turnover.

**9. Turnover**

The money, less any discounts, paid or payable to You for goods sold and delivered, and for services rendered in the course of business at the Location.

**10. Shortage in Turnover\***

The amount by which the Turnover during the Period of Indemnity falls short of the Standard Turnover because of property damage.

**11. Rate of Gross Profit\***

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of property damage.

**12. Annual Turnover\***

The Turnover during the 12 months immediately before the date of property damage.

**13. Standard Turnover\***

The Turnover during that period in the 12 months immediately before the date of property damage which corresponds with the Period of Indemnity.

**14. Revenue\***

The money, less any discounts, paid or payable to You in the course of Business at the Location.

**15. Annual Revenue**

The Revenue during the 12 months immediately before the date of property damage.

**16. Shortage in Revenue**

The amount by which the Revenue during the Period of Indemnity falls short of the Standard Revenue because of property damage.

**17. Standard Revenue**

The Revenue during the period in the 12 months immediately before the date of property damage which corresponds with the Period of Indemnity.

Adjustments will be made to the selected (“\*\*”) items as necessary so that the final amount of indemnity most closely represents the amount of loss based on most probable business experience during the Period of Indemnity.

**Coverage under the Business Interruption Section**

If during the Period of Insurance, any Insured Property (as insured under the All Risks Section) used by You at the premises for the purpose of the business be destroyed or damaged by the contingencies insured under the same section (hereinafter termed Damage) and the business carried out by You be interrupted or interfered with, We will pay to You the amount of loss of income resulting from such interruption or interference in accordance with the stated Basis of Settlement (as shown in the Schedule).

**Basis of Settlement****1. In respect of Gross Profits**

The indemnity for business interruption under this item shall be:

- a. The actual loss of Gross Profit suffered by You, computed by multiplying the Rate of Gross Profit with the Shortage in Turnover, and
- b. The increased cost of working reasonably and necessarily incurred by You for the sole purpose of avoiding or reducing Shortage in Turnover but not more than the amount by multiplying the Rate of Gross Profit to the Shortage in Turnover avoided or reduced,

**LESS:**

- c. Those charges and expenses of the Business payable out of Gross Profits that may cease or be reduced because of property damage, and
- d. The actual Turnover and actual Gross Profits derived elsewhere during the Period of Indemnity for the benefit of the Business,

Provided that the Sum Insured specified in the Schedule is less than the amount computed by multiplying the Rate of Gross Profits to the Annual Turnover, the indemnity shall be proportionately reduced.

**2. In respect of Gross Revenue**

The indemnity for business interruption under this item shall be:

- a. The actual Shortage in Revenue suffered by You, and
- b. The increased cost of working reasonably and necessarily incurred by You for the sole purpose of avoiding or reducing Shortage in Revenue but not more than such Shortage in Revenue avoided or reduced,

**LESS:**

- c. Those charges and expenses of the Business payable out of Revenue that may cease or be reduced because of property damage, and
- d. The actual Revenue derived elsewhere during the Period of Indemnity for the benefit of the Business,

Provided that the Sum Insured specified in this Policy for this Item is less than the Annual Revenue, the indemnity shall be proportionately reduced.



**Additional Benefits Applicable To This Section**

We will extend and pay up to the Limits of Indemnity stated hereunder subject to the terms and conditions of the Policy:

**1. Alternative Trading Clause**

If during the Indemnity Period, work shall be done or services rendered elsewhere than at the Location for the benefit of the Business either by You or by others on Your behalf, the money paid or payable for such work or services shall be brought into account in arriving at the amount of income during the indemnity period.

**2. Accumulated Stock**

An equitable allowance when adjusting the loss will be made for any Shortage in Turnover, which is postponed by using stock of finished goods.

**3. Automatic Reinstatement of Loss Amount**

We automatically reinstate the Sum Insured immediately after any insured loss to which an aggregate limit applies. In consideration of such reinstatement, You shall pay an additional premium computed by multiplying the rate to the paid loss amount, but pro-rated for the unexpired duration of the Period of Insurance from the time of loss.

**4. Business conducted other than at Location**

We take into account the actual Turnover and actual Gross Profits derived elsewhere during the Period of Indemnity for the benefit of the Business to determine the final amount of insured loss.

**5. Denial of Access**

If physical loss or damage caused by an Insured Peril to property of others nearby the Location affects access to the Location insured then such denial of access to or use of the Location insured shall be deemed to be property damage for which Business Interruption will apply.

**6. Department**

If Business is conducted by departments for which independent trading results can be determined, the provisions of each Item in the Schedule shall apply separately to each department affected by property damage provided if the Sum Insured by the said Item is less than the total of the amounts computed by multiplying the applicable Rate of Gross Profit/Wages for each department (Whether affected by the property damage or not) with its departmental Annual Turnover, the amount payable shall be proportionately reduced.

**7. New Business (if applicable)**

Business interruption arising during the first year of Business shall be determined using:

- a. The actual Rate of Gross Profit earned from start of Business up to date of property damage;
- b. The proportional equivalent of Annual Turnover, based on actual Turnover realized from start of business up to date of property damage;
- c. The proportional equivalent of Standard Turnover, based on actual Turnover realized from start of business up to date of property damage;
- d. The actual Rate of Wages to Turnover from start of business up to date of property damage.

Adjustments will be made as necessary so that the final amount most closely represents the amount of loss based on most probable business experience during the Period of Indemnity.

**Return of Premium**

If Income earned during the financial year, most closely concurrent with any Period of Insurance, as certified by Your professional accountants, is less than the Sum Insured, a pro- rata return of premium not exceeding 50 per cent of the premium paid will be made in respect of the difference. If any loss shall have occurred, giving rise to a claim under this Section, the return of premium shall be made only in respect of the said difference not due to such loss.

**8. Utilities & Services**

Physical loss caused directly by an Insured Peril to property situated within Singapore at any utility that is under direct arrangement to supply the Location with water, gas or electricity shall be deemed property damage for which Business Interruption will apply. Provided Our liability shall effect only if affected utility or service to the Location is interrupted continuously for at least 48 hours, and then only to such period in excess of 48 hours.

## GENERAL POLICY CONDITIONS

The due observance and fulfillment of the terms of this Policy 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 questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.

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

### 1. REASONABLE PRECAUTIONS

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

### 2. RIGHTS OF COMPANY

Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.

### 3. ALTERATION OF RISK

The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance be confirmed in writing by the Company.

### 4. CLAIMS PROCEDURE

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall

- a. immediately notify the Company by telephone as well as in written form, giving an indication as to the nature and extent of loss and damage;
- b. take all steps within his power to minimize the extent of the loss or damage;
- c. preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
- d. furnish all such information and documentary evidence as the Company may require;
- e. in the case of property lost, stolen or willfully damaged, immediately notify the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by Company within 14 days of its occurrence.

The Insured shall not repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim without the written consent of the Company.

Upon notification being given to the Company under this condition, the Company may carry out repairs or replacement of any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if the said item is not repaired properly without delay.

### 5. SUBROGATION

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

## 6. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference, The Umpire shall sit with the Arbitrators and preside at their meetings.

Where any difference is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Unless any such action or suit be commenced within six (6) months of the making of an award, the Company shall not be liable to make any payment in excess of the amount of the award.

## 7. FRAUD

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three (3) months after such rejection or, in case of arbitration taking place as provided herein, within three (3) months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

## 8. CONTRIBUTION/OTHER INSURANCE

If at the time any claim arises under the Policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

## 9. CANCELLATION

The Company may cancel this Policy by giving fourteen (14) days' written notice by registered letter You at Your last known address and in such event We will return to You the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment payment of S\$107.00 (inclusive of GST).

The Policy may be cancelled at any time by the Insured by giving seven (7) days' notice to the Company and provided no claim has arisen during the then current Period of Insurance the Insured shall be entitled to a return of premium subject to the Company's short period rates for the period the Policy has been in force.

No refund will be payable if the refund premium is less than S\$107.00. (inclusive of GST)

## 10. EXCLUSION OF RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

## 11. APPLICABLE LAW

This Policy is governed by and is to be construed in accordance with the laws of Singapore. The court of competent jurisdiction in Singapore shall have the exclusive jurisdiction over all matters relating to the construction, validity and performance of this contract of insurance.

## 12. JURISDICTION

Notwithstanding anything stated herein to the contrary, the indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore nor to orders obtained in the said court for the enforcement of judgments made outside the Republic of Singapore whether by way of reciprocal agreements or otherwise.

## 13. SANCTION LIMITATION AND EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this insurance shall, in no case, be deemed to provide cover and be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

#### 14. PREMIUM PAYMENT WARRANTY

Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within (sixty) 60 days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.

- a. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:
  - (i) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said sixty (60) day period;
  - (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
  - (iii) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
- b. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance

#### General Policy Exclusion

##### COMMUNICABLE DISEASE EXCLUSION (NOT APPLICABLE TO WORK INJURY COMPENSATION SECTION)

Notwithstanding any provision to the contrary within this policy, this policy 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 exclusion, 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:

- a. 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, and
- b. 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
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.