

# CafeCare

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.



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## Introduction

To ensure maximum protection and benefits from the Policy, please read the Policy carefully and return it to us immediately if it is not in accordance with your requirements. The base currency for this insurance is Singapore Dollars (S\$).

The Proposal made by the Insured shall be the basis of the Contract. This Policy, the Policy Schedule, any Endorsements and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.



## General Definitions

The following definitions apply to the Policy:

| Term                             | Meaning  |
|----------------------------------|--|
| 1. Business                      | The business activity or trade carried out at the insured premises, as stated in the Policy Schedule.  |
| 2. Business Hours                | Your usual opening hours (including extended hours during festive periods and weekends) during which you or any of your directors, or registered proprietor/partners or employees is at the insured premises.  |
| 3. Contents                      | The property at the Building, consisting of: <ul style="list-style-type: none"> <li>a) All contents within the shop, computers, furniture, fixtures and fittings, renovations and other documents belonging to you or for which you are responsible</li> <li>b) Your personal effects and those of any of your partners or employees</li> <li>c) Stock-in-trade in connection with your business, including goods held in trust and for which you are held responsible</li> <li>d) Sanitary ware, fixed glass, mirrors, awnings, neon signs/signs</li> </ul> |
| 4. Excess                        | The portion of claim for which you are liable.   |
| 5. Insured Person                | The directors or registered proprietor/partners or nominated employee named in the Policy Schedule.  |
| 6. Liberty/We/Our/Us/Company     | Liberty Insurance Pte Ltd  |
| 7. Money                         | Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, unexpired units in franking machines, stored value cards and credit card sales vouchers, all belonging to you or for which you have accepted responsibility.   |
| 8. Money in Transit              | Money in direct transit in your personal custody or that of your directors, or registered proprietor/partners or employees.  |
| 9. Non-Dine in Food and Beverage | All Food and Beverage that are not consumed at the insured premises.   |
| 10. Period of Insurance          | As stated in the Policy Schedule and each subsequent period for which the Policy is renewed.   |
| 11. Policy Schedule/Schedule     | The typed sheet attached to this Policy provides details of the subject matter being insured.  |
| 12. Safes                        | Fire and theft resistant safe/safes weighing in excess of 25kg.  |
| 13. Situation                    | The situation of the risk including the Outdoor Display Area (ODA) specified in the Policy Schedule.   |
| 14. The Insured/You/Your         | The party named as the Insured in the Policy Schedule.   |



## 1. All Risks

### Cover

If during the Period of Insurance, the insured Contents belonging to you or for which you are legally responsible and whilst contained in the Situation shall be lost, destroyed or damaged by unforeseen and sudden physical loss or damage, we will pay you the value of the Contents at the time of the happening of the loss or destruction or the amount of such damage or at our option reinstate or replace such Contents or any part thereof.

### Basis of Insurance

The sum insured for Contents<sup>1</sup> as shown in the Policy Schedule shall represent the current replacement or reinstatement costs. Payment shall not exceed such proportion of the loss or damage as the sum insured bears to the value of all property at the time of loss or damage. Each item, if any, as declared in the Policy Schedule is separately subject to this provision.

In the event that the Contents<sup>1</sup> are being destroyed, damaged or lost, the amount payable under the Policy shall be cost of replacing or reinstating the said Contents<sup>1</sup> of the same kind or type but not superior to or more extensive than the insured Contents\* when new, provided:

1. The cost of replacement is commenced and carried out and completed within 12 calendar months from the date of loss; otherwise, the amount payable shall be the Indemnity Value at the time property damage occurs
2. 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 insured property.

<sup>1</sup> Not applicable to stock-in-trade for which the basis of indemnity shall be the market value.

### Limit of Liability

Our liability under this Section shall not exceed in respect of:

|    |   |           |
|----|---|-----------|
| a) | Any one item of equipment or machinery (unless specifically mentioned in the Policy Schedule) | S\$50,000 |
| b) | Any one computer record, document card, tape, file or transparency                            | S\$5,000  |
| c) | Personal effects belonging to one director, or registered proprietor/partner or employee      | S\$250    |

### CONDITION to Section 1

#### Average

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

### EXTENSIONS to Section 1

1. Automatic Increase in Sum Insured  
The sum insured under this Section is automatically increased by 25% for the two weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas.



**2. Alterations and Repairs**

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

**3. Breakage of Awning, plate glass and neon signs/signs**

The costs of repairing or replacing of plain plate glass (including letterings or decorations), awnings, blinds or other outdoor fixtures or fittings and fixed glass in external doors, windows, shop front, and in internal doors, windows, partitions and showcases for which the Insured is responsible at the premises following accidental damage or breakage by any cause, including the cost of any necessary boarding up pending replacement of glass following such damage or breakage. The maximum indemnity under this Extension shall not exceed S\$25,000 and in the aggregate during the Period of Insurance.

The Company will not be liable for damage or breakage arising from repairs or alterations to the premises and defects in frames or framework. Damage or breakage of glass during installations, renovations or removals and glass which is scratched, chipped or discoloured is also not covered.

**4. Cost of Temporary Protection**

The cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the safety and protection of the premises pending repairs/replacement of damage as a result of an insured peril under the policy.

**5. Electrical Installation**

Loss of or damage by fire to the electrical appliances and installation insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and

conditions of this Policy, but it is expressly understood that no liability exists under this Section for loss of or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

**6. Removal of Debris**

The cost of removing debris of the Contents following a loss or damage insured by this Section, for an amount not exceeding 5% of the sum insured on Contents, provided that our liability under this Section shall not exceed in total the sum insured on Contents.

**7. Temporary Removal**

Loss of or damage to Contents up to an aggregate limit of S\$5,000 whilst such Contents are temporarily removed from the Building for cleaning, renovation, modification, repair or similar purpose, but this Extension does not insure loss or damage caused by storm, typhoon or flood unless the Contents are inside a building.

**8. Appraisal Clause**

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

**9. Automatic Reinstatement**

In the event of any loss affecting Section 1, the sum insured shall be automatically reinstated to the full insured limit and an additional premium, calculated by applying the premium rate for top-up of sum insured to the amount reinstated, shall be payable to the Company. This additional premium may be deducted from the claim payment made to the insured.

**10. Capital Additions**

The reasonable costs of alterations, additions and improvement (but not appreciation in



value in excess of the sum insured) to the insured property specified in the Policy Schedule for an amount not exceeding 10% of the total sum insured or S\$10,000 whichever is the lesser, subject to the Insured declaring to the Company at the end of each quarter during the Period of Insurance of such alterations, additions and improvements and to pay the appropriate additional premium.

**11. Fire Extinguishment Expenses**

Fire extinguishment expenses of up to S\$5,000 for each and every occurrence, necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured or immediately threatening to involve such property.

**12. Average Relief**

If at the time of reinstatement in the terms of the Reinstatement Value Clause of this Section the sum representing 85% of the cost which would have been incurred in reinstatement, if the whole of the property covered by such item 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 peril hereby insured against, then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of this Section shall separately be subject to this condition.

**13. Full Theft Extension**

It is hereby declared and agreed that this Policy is extended to cover loss or damage to the Insured property by theft without violent and forcible entry into the premises. The indemnity herein provided shall not apply to nor include:

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

The liability of the Company under this extension shall not exceed 20% of the sum insured or S\$100,000 whichever is lesser during the policy period and the insured shall bear the excess as stated in the Schedule for each and every loss under this extension.

**14. Cost of Rewriting Records**

We will also pay you for the cost of 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) but not for the value to you of the information contained therein up to a maximum of S\$2,500.

**EXCEPTIONS to Section 1**

We will not indemnify you in respect of:

- 1. The Excess as specified in the Policy Schedule for each and every loss arising from any cause other than Fire, Burglary and Lightning.
- 2. Loss or damage caused by or arising from:
  - a) any disappearance, unexplained loss or shortage revealed only at the time of stock-taking or the making of an inventory or not traceable to a specific event
  - b) fraud or dishonesty of any member of your household or any of your directors or registered proprietor/partners, agents or employees, trick device or false pretence



- c)** consequential loss or damage of any kind or description
  - d)** wear and tear, the process of cleaning, dyeing, altering, repairing or restoring any article, the action of light or atmospheric conditions, moth, mildew, corrosion, shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction, oxidation, fading tree roots, evaporation, changes in flavour, colour, temperature, humidity or texture or any other gradual operating cause
  - e)** caused by mechanical or electrical breakdown or derangement or electronic malfunction
  - f)** short-circuiting, self-heating, leakage of electricity, over-running or excess pressure originating in the particular part, the explosion or rupture of boilers, economizers, turbines or other vessels, machinery or apparatus in which power is used or their contents
  - g)** erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave
  - h)** vermin, insects, termites, scratching, denting, chipping or defacing
  - i)** latent defect, faulty workmanship, structural defects or faulty design
  - j)** the cessation, interruption or retarding of any process or operation or work whether total or partial
  - k)** delay, confiscation or detention by Customs House or by other Officials or Authorities
  - l)** whilst being transported by rail, road, sea (including loading and unloading) or whilst in the course of transit away from the premises specified in the Policy Schedule
  - m)** whilst the premises are left without an inhabitant actually in them if the premises have been left for a continuous period exceeding 30 consecutive days and nights unless written consent has been obtained from the Company
  - n)** false programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields
  - o)** loss, damage or expense recoverable under the maintenance agreement(s) or which would be so recoverable but for a breach of the Insured's obligation under the maintenance agreement(s)
- 3.** Loss or damage to:
- a)** gold, silver, platinum or other precious metals and alloys articles, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur
  - b)** currency notes, deeds, bonds, bills of exchange, promissory notes, checks, money or securities for money, medals, coins, stamps, stamp collections, or other documents of value including documents of title to property contracts or other documents, business books, computer systems records, manuscripts, curios, works of art, sculptures, rare books, plans, patterns, moulds, models or designs
  - c)** articles of a brittle nature unless such damage arises from fire or theft





- d) property away from the Premises except as provided otherwise in this Section
- e) property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments, but the Company shall be liable for other damage insured by this Policy and resulting from such cause
- f) electrical equipment or wiring caused by electrical current (other than by lightning) but the Company shall be liable for other damage insured by this Policy and resulting from such cause
- g) watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers
- h) property (except signs) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or re-sited including related materials and supplies
- i) empty premises awaiting or undergoing demolition
- j) explosives
- k) animals/livestocks
- l) records, films or tapes other than by fire or theft (and then only for the value as unused materials)
- m) accessories and spare parts unless the machine and/or equipment is stolen at the same time
- n) property which at the time of the happening of such destruction or damage is insured by or would but for the existence of this Policy be insured by any insurance policy except in respect of

any excess beyond the amount which would have been payable under such policy had this insurance not been effected

## 2. Consequential Loss

### Cover

#### Closure of Business

We will pay you up to the sum insured as stated in the Schedule if there is interruption to or interference with the Business at the insured premises as a result of the following:

1. Closure of the whole or part of the premises resulting from loss or damage by the perils under Section 1, provided the happening of such an event causes interruption to your Business during the Period of Insurance to the extent of preventing you from conducting your normal business operations at the Situation of Risk
2. Damage (by the perils under Section 1) to property in the immediate vicinity of the premises which shall prevent or hinder the use of or access thereto whether your premises or property therein shall be damaged or not shall be deemed to be loss resulting from damage to property used by you at the premises
3. Closure of the whole or part of the insured premises by order of a Public Authority in consequence of:
  - a) Murder or suicide occurring at the premises
  - b) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the premises
  - c) Defects in the drains or other sanitary arrangements at the premises



Provided that the Company shall not be liable for any claim for the first 3 days of interruption or interference to the Business from the date when the closure is imposed.

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

### 3. Rental Expenses

#### Cover

In the event that the insured premise is rendered uninhabitable by a loss covered under Section 1, we will indemnify you for:

1. Reasonable additional expenses for the rental of alternative premises; and/or
2. Cost of temporary storage of equipment, furniture and other Contents

actually, incurred by you during the period necessary for the reinstatement of the insured premises up to the sum insured specified in the Policy Schedule.

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

### 4. Money

#### Cover

In the event of loss of Money in Singapore we will indemnify you against such losses up to the limits as specified in the Schedule, provided that out of Business Hours the keys and combination numbers of safes and strongrooms are at all time kept in your personal custody or that of your

directors, registered proprietors/partners or nominated employees.

#### EXTENSIONS to Section 4

This Section extends to cover loss or damage to:

1. safes or strongrooms
2. cases, bags or waistcoats when such are used for the carriage of money directly associated with any theft or attempted theft therefrom. This extension is subject to a limit of S\$250 in the aggregate

We will indemnify you against such loss or damage to the extent that you are not otherwise insured, and our liability shall be limited to the amount as stated in the Policy Schedule.

The sum insured under this Section is automatically increased by 25% for the two weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas.

#### CONDITIONS to Section 4

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

#### EXCEPTIONS to Section 4

This Section does not cover:

1. loss due to error or omission in receipts payments or accounting or due to depreciation in value or to the use of counterfeit money



2. loss of or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by you or any person(s) in your service
3. losses occurring outside Singapore
4. any consequential loss whatsoever
5. loss of money entrusted to professional money orders carriers or to any person other than the Insured and/or employees authorised by the Insured
6. money contained in vending, gaming and amusement machines
7. loss of money from an unattended vehicle
8. loss of money from locked drawers' safes or strongrooms following the use of the keys or combination numbers unless such keys have been obtained by threats or violent means
9. mysterious disappearance or unexplained loss

## 5. Personal Accident

### Cover

If the Insured Person named in the Schedule should sustain accidental bodily injury and such injury shall within 12 months from the date of the accident solely and independently of any other cause result in the Insured Person's:

1. Death; or
2. Permanent Disablement; or
3. Total and Permanent Loss of sight of one or both eyes; or
4. Total and Permanent Loss of one or more limbs; or

### 5. Total paralysis

We will pay compensation of the sum insured specified in the Schedule to the Insured Person or in the event of death to the legal personal representatives.

Permanent disablement shall mean disablement (other than loss of use of limbs, or loss of sight, speech or hearing) which entirely prevents the Insured Person from attaching to any occupation or profession and having lasted for a continuous period of 24 months and beyond reasonable hope of improvement.

Should there be more than one director/registered proprietor/partners or Insured Person at the time of accident, we shall be liable only for a pro rata proportion of the compensation which otherwise would be payable. Cover is worldwide and round the clock at work and during leisure.

### EXTENSIONS to Section 5

#### 1. Exposure and Disappearance

In the event the Insured Person is unavoidably exposed to the elements and as a result of which suffers a loss for which a benefit is otherwise payable, such a loss will be covered under the terms of this Policy. In the event the body has not been found within two years after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured Person was traveling in and it is reasonable to believe that the Insured Person has died as a result of bodily injury caused by an accident, the Death benefit shall become payable subject to a signed undertaking that if this belief is subsequently found to be wrong, such benefit shall be refunded to the Company.

#### 2. Hijack

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



3. Drowning or Suffocation  
Accidental bodily injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with the Insured Person's own wilful or intentional act.
4. Murder and Assault  
Accidental bodily injury sustained as a direct result of the Insured Person being a victim of murder or assault will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with the Insured Person's own participation of any such act.
5. Riot and Civil Commotion  
Accidental bodily injury sustained as a direct result of strike, riot and civil commotion will be covered under the terms of the Policy provided that the Insured Person is not an active or a direct participant of such activities.

#### EXCEPTIONS to Section 5

This Policy does not cover:

1. Intentional self-injury, intoxication under the influence of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction, suicide, venereal disease, AIDS or any physical defect or infirmity, childbirth or pregnancy
2. Engaging in or taking part in parachuting, hang gliding, mountaineering, racing of any kind other than on foot, professional sports and diving to a depth greater than 50 meters
3. Motorcycling (as driver or passenger) and motor rallies
4. Air travel except as a fare-paying passenger in a fully licensed passenger carrying aircraft,

any crew, trade, technical or sporting activity in connection with an aircraft

5. Insured Persons under the age of sixteen or over the age of seventy
6. Insured Persons not residing permanently in Singapore

## 6. Public Liability

### Cover

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

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

happening in connection with the business and occurring within the Republic of Singapore during the Period of Insurance.

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

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

### Limit of Indemnity

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

In respect of all injury illness or loss and damage payable during any one Period of Insurance our liability shall be unlimited.



## EXTENSIONS to Section 6

### 1. Tenant's Liability

We will indemnify you for all sums which you are liable at law as tenants and not as owners in respect of accidental loss of or damage to premises (or fixtures or fittings thereof) hired or rented to you. Provided always that the Company shall not be liable for any liability which attached to the Insured by reason of any expressed term or terms under a tenancy agreement unless such liability would have attached to the Insured notwithstanding such expressed term or terms.

### 2. Defective Sanitary Installations

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

### 3. Food & Beverage

The indemnity under this Policy extends to include claims in respect of bodily injuries due to poisoning caused by food and beverage supplied by the Insured or the presence of deleterious matter in such food or beverage supplied by the Insured or to the defective condition of the containers of such food or beverage. Provided always that the Insured shall at all times take every reasonable precaution to prevent the supply of any articles or articles of food or beverage which are not in good condition, free from contamination and fit for human consumption. The liability of the Company under this extension shall not exceed the limit of Indemnity as per Policy Schedule any one occurrence and in the aggregate during the Period of Insurance.

Notwithstanding anything to the contrary, the liability of the Company under this extension for Non-dine in Food & Beverage is capped at up to F&B Extension limit as specified in the

policy or S\$100,000 whichever is lower any one occurrence and in the aggregate during the Period of Insurance.

### 4. Loading & Unloading

This Policy is extended to cover the Insured's legal liability to third party for bodily injury or property damage caused by or through the fault or negligence of the Insured's employee during the course of loading and unloading operations or delivery or collection to or from stationary vehicles. Provided always that the extension shall not extend to cover motor vehicle Policy, or which is specifically required to be provided for under a motor vehicle Policy by virtue of any legislation.

### 5. Neon/Advertising Signs

This Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the neon/advertising signs installation, the property of the Insured.

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

### 6. Sprinkler Leakage

This Policy is extended to cover the legal liability of the Insured for loss or damage



caused by accidental discharge from the sprinkler installation in the insured premises.

**7. Overseas Travel**

It is hereby understood and agreed that this Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's Directors/ Executives (Non-manual duties) whilst engaged on the Insured's business anywhere in the World, subject to Sanction Limitation and Exclusion Clause and Singapore Jurisdiction.

Our liability under this Section and Extensions in respect of bodily injury or loss of or damage to property shall not in any case exceed the Limit of Indemnity specified in the Schedule.

**CONDITION to Section 6**

**Jurisdiction Clause**

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided by this Section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.

**EXCEPTIONS to Section 6**

This Section does not cover:

1. liability assumed by you by agreement and which would not have attached in the absence of such agreement
2.
  - a) injury to or illness of any person under a contract of service or apprenticeship with you if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by you
  - b) any sums payable by you under legislation relating to occupational injury or illness

**3. loss of or damage to property:**

- a) belonging to you
- b) in your charge or under your control or that of any of your servants or agents
- c) being that part of any property on which you or any of your servants or agents are or have been working if that loss or damage results directly from such work

**4. loss or damage to property cause by or in connection with or arising from the bursting of any pressure part of:**

- a) any steam boiler or any economiser
- b) any vessel, apparatus or machine intended to operate under steam pressure
- c) loss or damage to any property of land or building caused by vibration or by the removal or the weakening of support
- d) injury to or illness of any person or loss or damage to property occasioned by or resulting from any such loss or damage aforesaid

**5. injury illness loss or damage cause by or in connection with or arising from:**

- a) any vehicle (or trailers attached thereto) or animal or vessel or craft owned or possessed or used by or on your behalf or the loading or unloading thereof
- b) any lift, elevator, escalator, hoist or crane owned or used by you for the maintenance of which you are responsible
- c) defective sanitary installations, pollutions or contamination due to the discharge, dispersal, release or escape of smoke, vapour, soot, fumes, chemicals,



liquids or gases, waste material unless such discharge, dispersal, release or escape is sudden and accidental

- d) accidents to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
- 6. injury, disease, loss or damage caused by poison of any kind or through goods of any description sold, supplied or manufactured by you. **This exclusion shall not apply to Food & Beverage extension.**
- 7. liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment
- 8. injury disease loss or damage caused through or as a result of any work in shipyards, dockyards, in or on-board ships, vessels and/or oil rigs
- 9. any fines penalties punitive or exemplary damage

## 7. Goods-in-Transit

### Cover

We will by payment or at our option by repair reinstatement or replacement indemnify you up to the Sum Insured specified in the Schedule against loss of or damage to the insured equipment and stock-in-trade caused by any fire theft or accident whilst in the course of transit by any vehicle owned by or hired by you from the time of the commencement of loading of the insured equipment and stock-in-trade onto the vehicle at the loading point at place of dispatch and continues throughout the normal course of transit until finally delivered from the conveying vehicle to the final destination including unloading, within the main island of Singapore.

### CONDITIONS to Section 7

1. All vehicles conveying the property shall be maintained in an efficient and roadworthy condition
2. You shall act with reasonable despatch in ensuring the prompt loading, proper packing, lashing, transportation and unloading of the insured equipment and stock-in-trade in all circumstances
3. Whenever any vehicle containing the insured equipment and stock-in-trade are left unattended
  - a) all doors and the boot shall be locked, and windows and other openings shall be securely closed and
  - b) any protective appliances shall be put into effect
4. All locking devices and any protective appliances shall be properly and adequately maintained

### EXCEPTIONS to Section 7

We do not provide cover for:

1. The first S\$200 of each and every loss other than claim(s) arising from fire lightning or explosion
2. Loss of use of the insured equipment and stock-in-trade or consequential loss or damage of any kind or description whatsoever
3. Loss or damage caused by contamination pollution leakage wear and tear rust corrosion moth vermin termites or other insects fungus rot gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish action of light inherent vice or latent defect
4. Loss or damage to the insured equipment and stock-in-trade at the time of the loss is





contained in any vehicle than being used outside the normal course of the Insured's business for social domestic or pleasure purposes

5. Loss or damage arising whilst the vehicle(s) is(are) left unattended overnight
6. Loss or damage caused by your wilful act or the wilful act of any of your employees or the wilful act of any other person(s) with your connivance or the connivance of any of your employees
7. Mysterious disappearance, unexplained loss or shortage due to clerical or accounting error
8. Loss or damage caused by explosives or goods of a dangerous nature deeds bonds bills of exchange promissory notes money securities for money stamps documents of title to property precious stones or jewellery carried by the vehicle
9. Breakage of china glass earthenware tiles and tiled fire-places marble clocks scientific instruments picture works of art and the like unless caused by an accident to the vehicle in which such property is being carried or an accident occurring in the course of loading or unloading of the vehicle in which such property is to be or has been carried or any object falling into the vehicle in which such property is being carried
10. Loss or damage arising from mechanical or electrical breakdown or derangement not arising from external impact

## 8. Work Injury Compensation

**This Cover is operative only if shown as such in the Schedule.**

**For full policy terms, conditions, and exceptions, please refer to page 19 of the policy.**

## 9. Fidelity Guarantee

**This cover is operative only if shown as such in the Policy Schedule.**

### Cover

We will indemnify you if you shall suffer any direct pecuniary loss arising from any act of fraud or dishonesty committed by your Employee(s) as described in the Schedule.

### Limit of Liability

Our liability shall not exceed

1. In respect of any employee the Limit of Liability stated in the Schedule
2. In respect of all claims under this Section the Aggregate Limit of Liability and subject to the specific number of employees insured as stated in the Schedule during the Period of Insurance

### CONDITIONS to Section 9

1. On the discovery by you of any act of fraud or dishonesty committed by an employee or of reasonable cause for suspicion thereof or of any improper conduct you shall give written notice to us within seven days. After such discovery no amount shall be payable under this policy in respect of any subsequent act of fraud or dishonesty committed by the guilty person. Should we independently discover any actual or alleged act or cause or conduct as aforesaid notice to you shall be deemed discovery by you, but written notice need not then be given to us. Knowledge on the part of any of your servant exercising supervision





over the guilty person shall be deemed to be knowledge of the Insured.

2. You shall as soon as practicable after giving notice of claim under this policy and in any case within three calendar months of such notice deliver at your own expense to us full particulars of such claim and furnish proof of the correctness of such claim and if required shall verify the said claim by statutory declaration.
3. On the discovery by you of any act of fraud or dishonesty committed by an employee or of reasonable cause for suspicion thereof or of any improper conduct you shall make a police report immediately of any such act or dishonesty committed by the employee and take all practical steps to prosecute the employee involved to conviction for any criminal act which the employee involved shall have committed.
4. 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.
5. The value of property in your hands of any employee involved in any act of fraud or dishonesty giving rise or likely to give rise to a claim under this Section 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.

#### **EXCEPTIONS to Section 9**

We shall not be liable:

1. For any act of fraud or dishonesty committed by any employee unless such act or dishonesty is discovered
  - a) During the Period of Insurance or

- b) Within the three months period immediately after expiry or termination of the policy or
- c) Within three months after the termination of the employee's employment from whatever cause

Whichever event shall first happen.

2. If the nature of your Business be changed
3. If the occupation or duties of the employee be changed or the remuneration of the employee reduced
4. If the precautions and checks for securing accuracy of accounts are not duly observed
5. For more than one claim in respect of any act or acts of fraud or dishonesty by any one employee
  - a) after the inclusion of that employee in the Schedule
  - b) within the period of 12 months prior to the date of discovery by the Insured of any act of fraud or dishonesty by the employee
6. For any stock/inventory losses discovered during stock taking or routine stock checks unless it can be clearly established that an act of fraud or dishonesty has been committed by your employee or employees and that all other obligations imposed upon you hereunder are fulfilled
7. For any loss resulting directly or indirectly from any fraudulent preparation, introduction, access, modification, manipulation or deletion of electronic data or computer programs committed by any employee insured under this Policy who intends to cause you to sustain a loss or to obtain financial gain for himself or any other person



8. For any losses caused by a person who is known to have committed dishonest and fraudulent acts
9. For any losses resulting from bodily injury
10. For any indirect losses, e.g., loss of interest, losses due to business interruption
11. For any losses resulting from negligence, unauthorised trading, espionage, blackmailing, extortion, libel and similar risks

## 10. Deterioration of Stock

**This cover is operative only if shown as such in the Policy Schedule.**

### Cover

We will indemnify you up to the Sum Insured in any one Period of Insurance for loss of or damage or deterioration of refrigerated or frozen food/stock-in-trade in refrigeration units whilst contained in the Situation as specified in the Schedule due to:

1. The accidental damage to refrigerating equipment
2. Failure of public electricity supply for a period exceeding six consecutive hours
3. Accidental escape of refrigerant gas

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

### EXTENSIONS to Section 10

#### Automatic Reinstatement

In the event of any loss affecting Section 10, the sum insured shall be automatically reinstated to the full insured limit and an additional premium, calculated by applying the premium rate for top-up of sum insured to the amount reinstated, shall be payable to the Company. This additional premium

may be deducted from the claim payment made to the insured.

### EXCEPTIONS to Section 10

We will not be liable for loss or damage resulting from:

1. Deliberate act of any power supply authority
2. The withholding or restricting of power by such authority
3. Deliberate act or neglect of the Insured or member of your household or business staff or any of your servant
4. Refrigerating units which are greater than 6 years old
5. Consequential loss of any kind
6. The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments
7. Loss or damage arising from faulty packing or storage inherent defects contamination or disease
8. Faults or defects known to you or any of your responsible employees at the time the insurance contract was arranged and not disclosed to us

## Optional Coverage – Work Injury Compensation

**This cover is operative only if shown as such in the Policy Schedule.**

### Introduction

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the



Company for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

1. This policy (hereinafter called the "Policy") is issued as an approved policy under the Work Injury Compensation Act 2019.
2. Interpretation
  - (1) References to "Act" in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time
  - (2) References to "the Legislation" in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time
  - (3) Words used in the Policy have the meanings given by the Legislation
  - (4) References to "Terms of this Policy" mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act
  - (5) The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy
  - (6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule
  - (7) The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule

- (8) References to "Relevant Injury" in this Policy mean death or personal injury
  - (a) sustained by an employee that is caused by an accident that
    - (a) arises out of or in the course of the employee's employment with the Insured and
    - (b) 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

### Common Law

The Company's liability in respect of Common Law claims shall be limited to S\$10,000,000.00 for any one claim or series of claims arising out of one event.

7. Jurisdiction

(1) This Policy shall be governed by the laws of the Republic of Singapore

(2) The indemnity under this Policy does not apply in respect of judgements 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 facts

(b) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim

(c) where the Insured breaches any obligation under clause 10 of this Policy, the amount paid by the Company on behalf of the Insured which is attributable to that breach



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

#### **TO & FROM WORK INCLUDING MEAL-BREAK EXTENSION**

It is hereby noted that this Policy is extended to include accidents in the following circumstances happening to an employee on any working day in pursuance of or arising out of and/or in the course of his employment by the Insured:

- i) is travelling between his/her place of employment and place of residence within Singapore for the purpose of his/her employment.
- ii) is released during meal breaks and for social and recreational activities organised by the Insured within Singapore.

Provided always that any injuries giving rise to claim under this Policy is not incurred

- a) during or after any substantial interruption or deviation from the journey made for a reason or purpose unconnected with his employment

- b) in connection with the use by the employee of a motorised two/three wheeled vehicle (including unicycle, e-scooter) whether driven by petrol engine or otherwise and whether as rider or as pillion

It is further provided that the Insured benefits shall be assessed in accordance with the Work Injury Compensation Act but always limited to:

- i) S\$10,000 for Death/Permanent incapacity
- ii) S\$1,000 for Medical Expenses

per employee and S\$100,000 in the aggregate for all employees injured during any one period of insurance.

Nothing herein provided shall operate to increase the Company's liability as set forth in the Schedule beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

#### **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, liability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be



- declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- (ii) any act of terrorism including but not limited to:
- (A) the use of threat of force, violence; and/or
- (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents
- by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear
- (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy
- (d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (i) nuclear weapons material; or
- (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall
- include any self-sustaining process of nuclear fission
- (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America
- (f) any claims based upon or arising out of asbestosis and mesothelioma
- (2) Clause 9(1)(d) of this Policy does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

## 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 S\$50 by the Insured

The Insured may cancel this Policy by giving 7 days' written notice to the Company and provided no claim has arisen during 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 S\$50 by the Insured

- (10) Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against the Company
- (11) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act to enforce any of its terms

## 11. Data Governance

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

## 12. Premium Adjustment and Declaration of Earnings

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





by a refund as the case may be, subject to a minimum premium payment of S\$50 by the Insured

- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in his 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 13(1)

**14. Premium Payment Warranty**

- (1) Despite anything in this Policy but subject to clause 14(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the Commencement Date of the Policy, Renewal Certificate or Cover Note
- (2) In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
  - (a) The cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period
  - (b) The automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) The Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25
- (3) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance

**15. Policy Owners' Protection Scheme**

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under



the scheme as well as the limits of coverage, where applicable, please contact us ([servicecenter@libertyinsurance.com.sg](mailto:servicecenter@libertyinsurance.com.sg)) or visit the GIA/LIA or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

### No Avoidance of Compulsory Terms

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

For claims reporting, please call Liberty's hotline 1800-LIBERTY (5423 789).

## General Exclusions

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

### 1. Sonic Boom

Loss or damage directly occasioned by pressure waves caused by aircraft and aerial devices travelling at sonic or supersonic speeds.

### 2. War and Terrorism Exclusion

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

- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage

to property by or under the order of any government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means; or

### b) Any act of terrorism

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

This endorsement also excludes loss, damage, cost or expense 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.

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

### 3. IT Clarification Clause

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



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

Consequently, the following are excluded from this Policy:

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

#### 4. Nuclear Energy Exclusion Clause

This policy shall exclude nuclear energy risks.

For all purposes of this Policy nuclear energy risks shall mean:

- a)** All Property on the site of a nuclear power station  
Nuclear Reactors, reactor buildings, plant and equipment therein on any site other than a nuclear power station.
- b)** All Property on any site (including but not limited to the sited referred to in (a) above used or having been used for
  - i)** the generation of nuclear energy or
  - ii)** the Production, Use or Storage of Nuclear Material

- c)** Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association
- d)** The supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include:

- i)** Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (a) to (c) above (including contractors' plant and equipment)
- ii)** Any Machinery breakdown or other Engineering Insurance not coming within the scope of (a) above

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- a)** The provision of any insurance whatsoever in respect of:
  - i)** Nuclear Material
  - ii)** Any Property in the High Radioactive Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association



- b)** The provision of any insurance for the undernoted perils:
  - i)** Fire, lightning, explosion
  - ii)** Earthquake
  - iii)** Aircraft and other aerial devices or articles dropped therefrom
  - iv)** Irradiation and radioactive contamination
  - v)** Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

In respect of any other property not specified in (a) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such property.

### Definitions

“Nuclear Material” means:

- i)** Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- ii)** Radioactive Products or Waste

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- i)** Any Nuclear Reactor

- ii)** Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii)** Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactive Zone or Area” means:

- i)** For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- ii)** For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield



**5. Asbestos Exclusion**

It is hereby understood and agreed that this Policy shall not apply to and does not cover 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 contributed to or aggravated by asbestos in whatever form or quantity.

**6. Radioactive Exclusion**

This Policy does not cover any loss, damage, cost or expense 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:

- a)** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b)** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c)** any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

**7. Seepage and Pollution Exclusion**

This Policy does not cover any liability in respect of:

- a)** 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 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 a

consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening

- b)** the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended or unexpected happening
- c)** fines, penalties, punitive 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.

**8. Sanction Limitation and Exclusion Clause**

This Policy shall not be deemed to provide any cover or benefit, or pay any claim, to the extent that the provision of such cover or benefit or payment of such claim would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.

**9. Cyber Loss Absolute Exclusion**

Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a)** the use or operation of any Computer System or Computer Network;
- b)** the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;



- c) access to, processing, transmission, storage or use of any Data;
- d) inability to access, process, transmit, store or use any Data;
- e) any threat of or any hoax relating to (a) to (d) above;
- f) any error or omission or accident in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

## 10. Communicable Disease Endorsement

Notwithstanding any provision to the contrary within this Policy, this Policy does not cover:

1. Any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. For the purposes of this endorsement, loss,

damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease

2. 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 endorsement, 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.
3. 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:
  - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or



to any surface or object, solid, liquid or gas or between organisms, and

**3.3** the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

**4.** This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

## General Conditions

The following general conditions shall apply to all Sections of this Policy:

**1.** Acquisition

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

**2.** Cancellation

The Company may cancel this Policy by giving seven (7) days' written notice by registered letter to the insured at the insured's last known address and in such event the company will return to the insured the premium paid less the actual premium payable for the period during which the Policy has been in force.

This Policy may be cancelled at any time by the Insured giving seven (7) days written notice to the Company that the insured requests cancellation of the Policy, and, if so

cancelled, provided no claim has arisen during the period which this Policy has been in force, the Insured shall be entitled to a return premium based on the following Short Term Rate Table.

Short Period Rate Table

Subject to min S\$54.50 including prevailing GST to be retained by the Company

| Time on Risk       | Short Period Premium Charged |
|--------------------|------------------------------|
| <1 month           | 20% of Annual Premium        |
| <3 months          | 40% of Annual Premium        |
| <6 months          | 70% of Annual Premium        |
| <9 months          | 85% of Annual Premium        |
| Exceeding 9 months | Full Annual Premium          |

**3.** Duty of Care

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

- a)** selection and supervision of employees
- b)** the securing of all doors and windows and other means of entry
- c)** compliance with all statutory obligations
- d)** maintenance of the buildings in a good and substantial state of repair
- e)** keeping proper record of all money, business books and accounts
- f)** ensure all electrical appliances are kept in good working conditions at all times

**4.** Other Insurance

If at any time of an accident which results in a claim there is any other insurance Policy covering anything insured by this Policy (with the exception of Personal Accident) we will only be liable:





- a) for that part of loss or damage which is in excess of the amount recoverable/ recovered from such other insurance Policies under Sections 6 and 8, or
- b) to pay/contribute not more than our proportional share under all other sections

subject to the respective limits of liability provided by this Policy.

**5. Claims Notification**

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

- a) notify us immediately and provide full details in writing as soon as possible
- b) notify the police as soon as reasonably possible about any theft or attempt thereat, or by malicious persons and cooperate with us in securing the conviction of the offender
- c) declare to us particulars of all other insurances, if any
- d) without delay procure and act on proper medical or surgical advice. In the event of the death of the insured person notice shall where practicable be given to us before interment or cremation stating the time and place of any inquest appointed and we shall be entitled to have a post-mortem examination at our expense (applicable to Section 5 only)
- e) send to us without delay any letter of claim, writ, summons or other legal document served on you

**6. Voidance of Policy**

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material particulars.

**7. Fraud**

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with your connivance all benefits under this Policy shall be forfeited.

**8. Alteration**

We shall not be liable if:

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

**9. Premium Payment Warranty**

Please note that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days from the inception date of the coverage, failing which the Policy shall be automatically terminated and the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.





## 10. 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 accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against us. Unless any such action or suit be commenced within six months of the making of an award, we shall not be liable to make any payment in excess of the amount of the award.

## 11. Rights and Responsibilities

- a) We may enter a building in which loss or damage has occurred and deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing our rights to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- b) Persons seeking the protection of this Policy must not admit, reject or negotiate any claim without our consent. We may take over and conduct in the name of that person, with absolute control, the defence or settlement of that claim
- c) We shall be entitled to any property for the loss of which a claim is paid hereunder and you shall execute all such assignments and assurances of such property as may be reasonably required but you shall not be entitled to abandon any property to us
- d) We shall be entitled to pay to you the limit of indemnity for any one accident under Section 6 (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or

claims arising from such accident can be settled and we shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of payment of such limit of indemnity or such less sum

- e) If you or any person on your behalf shall not comply with our requirements or shall hinder or obstruct us in the exercise of our powers hereunder all benefit under this Policy shall be forfeited
- f) If we elect to reinstate or replace any property you shall at your own expense produce and give to us all such plans documents and other information as we may reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the sum insured thereon

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

## 12. Contracts (Rights of Third Parties) Act 2001

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

## 13. Breach of Premium Warranty

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



**14. No Claim Discount**

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy, the renewal premium shall be reduced as follows:

| Period of Insurance                         | Discount |
|---|----------|
| The preceding year                          | 10%      |
| The preceding two or more consecutive years | 15%      |

The discount will be computed after the deduction of Chain Store Discount, if any.

