
COMMERCIAL BUSINESS PACKAGE INSURANCE POLICY

Whereas the Insured named in the Schedule has by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein applied to MSIG Insurance (Singapore) Pte. Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium for the period stated in the Schedule or any subsequent period for which the Company shall agree to accept a renewal premium in consideration for such insurance.

Now this Policy witnesseth that the Company agrees subject to the terms, exceptions, limits and conditions contained in or endorsed on this Policy to indemnify the Insured in the manner and to the extent provided for in the respective Sections of this Policy during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

Provided that

1. This Policy shall only be operative to the extent of the Sections and individual items thereof in respect of which insurance is noted as in force in the Schedule.
2. The liability of the Company under each Section of this Policy during any one Period of Insurance shall in no case exceed in respect of each Section or item thereof the sum stated in the Schedule.

This Policy comprises the following Sections. Sections selected by the Insured and in force will be shown in the Schedule.

- Section 1 – Commercial All Risks
- Section 2 – Loss of Profits
- Section 3 – Money
- Section 4 – Public Liability
- Section 5 – Work Injury Compensation
- Section 6 – Plate Glass
- Section 7 – Fidelity Guarantee
- Section 8 – Personal Accident
- Section 9 – Electronic Equipment

APPLICABLE LAW

(Applicable to the whole Policy except Section 5)

This contract of insurance 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.

JURISDICTION

(Applicable to the whole Policy except Section 5)

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore, Malaysia or Negara Brunei Darussalam nor to orders obtained in the said court for the enforcement of judgements made outside the Republic of Singapore, Malaysia or Negara Brunei Darussalam whether by way of reciprocal agreements or otherwise.

SECTION 1 – COMMERCIAL ALL RISKS

(This Section is in force only if specified in the Schedule)

In the event of accidental physical loss of or damage to the property insured as described in the Schedule, at the Situation specified in the Schedule, the Company will subject to the terms conditions and exceptions of the Policy by payment or, at its option, reinstatement or repair, indemnify the Insured in the manner and to the extent stated in this Section.

The liability of the Company shall not exceed the respective sum stated in the Schedule in respect of each item of the property insured.

Exceptions to Section 1

A. Contingencies Excluded

This Section does not insure

1. consequential losses of any description.
2. explosion rupture bursting cracking bulging or leaking of steam boilers, steam turbines or steam engines.
3. the cost of replacing defective or faulty materials, failure of design or fault, defect or omission in design plan or specification. Notwithstanding (1) above this exception shall not extend to other property lost or damaged in consequence of the failure of design or fault, defect or omission in design plan or specification.
4. breakdown and/or mechanical malfunction of machinery.
5. loss or damage to electrical equipment, devices, fixtures or wiring caused by artificially generated electrical current.
6. loss or damage caused by or resulting from:
 - (i) normal maintenance, gradual deterioration, wear, tear, rust, corrosion, slowly developing deformation or distortion of any plant or machinery; flaws; latent defect; change in temperature or humidity, moth, vermin, termites, other insects or inherent vice; failure or inadequate operation (or any variation in temperature) of any air conditioning, cooling or heating systems;
 - (ii) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light;
 - (iii) exposure to weather conditions where the property insured (not including buildings) is left in the open and not contained in fully enclosed buildings.
7. any loss resulting from:
 - (i) any unexplained disappearance of any of the property insured, or shortages revealed at any stock-taking, or shortages due to clerical or accounting errors;
 - (ii) any fraudulent scheme, trick, device or false pretence practised upon the Insured, or upon any person(s) having care of the property insured at such time;
 - (iii) infidelity or dishonesty on the part of the Insured or any of the employees of the Insured.
8. any loss of or damage to any of the property insured directly or indirectly caused by or resulting from:
 - (i) volcanic eruption, tidal wave, subsidence, landslip, erosion, settling or cracking in structures resulting from earth movements; shrinkage or expansion of foundations, walls, floors or ceilings;
 - (ii) fumes or failure of the water, gas, electricity or fuel supplies to the Situations specified, but this exception does not apply to fire or explosion caused by fumes or the failure of the water, gas, electricity or fuel supplies;
 - (iii) strike or riot.
9. cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril insured against by this Section.
10. loss or damage due to mere disappearance, misplacement or when left unattended except in a securely locked vehicle.
11. loss or damage arising from the wilful act or wilful negligence of the Insured or any employee of the Insured.
12. scratching of painted or polished surfaces.
13. cost of adjustments or rectification of operational malfunctions unless necessitated by loss or damage covered by this Section.

B. Property Excluded

This Section does not insure

1. property during the course of construction or while undergoing testing prior to commissioning.
2. cash, cheques, postal notes, money orders, stamps, promissory notes, credit card vouchers, bills of exchange, jewellery, precious stones, furs, precious metals or bullion, curiosities or works of art, deeds, bonds and other documents of value.
3. motor vehicles and other mechanical or electrically propelled vehicles and accessories, railway locomotives and rolling stock, watercraft or aircraft, and/or property contained in any of the foregoing.
4. standing timber, growing crops, livestock, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves, unless specified in the Schedule; mining property located beneath the surface of the ground, and land including topsoil, backfill drainage or culverts.
5. records films or tapes other than by fire or theft (and then only for the value as unused material).
6. expendable or replaceable parts including bulbs, valves, tubes, fuses, batteries, belts, chains, tapes, ribbon cards unless necessitated by loss or damage covered by this Section.
7. property whilst in transit unless otherwise agreed by endorsement.
8. overhead transmission and distribution lines exceeding 500 metres from the main utilities (supplier of electricity or telecommunication).

Conditions to Section 1

1. The indemnity expressed in this Section shall not apply to or include the first amount of any claim as specified in the Schedule as the Excess.
2. Where any item of the property insured consists of articles in a pair or set the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the Sum Insured of the pair or set.

Definitions

If the Schedule describes the property insured in the following terms then such terms shall be given the meaning attached to them hereunder:

Building	means building (excluding foundation) including walls retaining walls fences gates signs lights; underground and above ground services, site improvements, and landlord's fixtures and fittings.
Loss of Rent	means loss of rental income for a period not exceeding the number of calendar months stated in the Schedule.
Plant/Machinery	means plant, machinery, tools of trade and all other mechanical or electrical equipment.
Stock in Trade	means stock in trade including raw materials work in progress and packing materials.
Fixtures and Fittings	means fixtures, fittings and furnishings office equipment and All Other Contents (as defined below).
Household Furniture Personal Effects	means household furniture furnishing and appliances; and personal effects of every description unless specifically excluded in this Section.

Provided that the property insured is the Insured's own or held in trust or on commission or for which the Insured is responsible.

All Other Contents

The term "All Other Contents" is understood to include:

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding S\$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 S\$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 S\$500.

(d) Patterns, models, moulds, plans and designs for an amount not exceeding S\$500 in respect of any one pattern, model, mould, plan or design.

And so far as they are not otherwise insured:

(e) Employees' pedal cycles, clothing tools and other personal effects for an amount not exceeding S\$500 in respect of any one employee.

SECTION 2 – LOSS OF PROFITS

(This Section is in force only if specified in the Schedule)

If during the Period of Insurance any building or other property or any part thereof used by the Insured at the Premises for the purpose of Business be destroyed or damaged by the contingencies described under Section 1 of this Policy (hereinafter termed "Damage") and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with

Then the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained in the Specification and any other part of the Policy

Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted thereof under such insurance

And that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured in respect of it or in the whole the Total Sum Insured or such other sum or sums as may hereafter be substituted for it by a memorandum signed by or on behalf of the Company.

Exceptions and Conditions to Section 2

With the exception of Exception 1 of Section 1, all other Exceptions and Conditions to Section 1 shall apply to this Section.

SECTION 3 – MONEY

(This Section is in force only if specified in the Schedule)

The Company agrees to indemnify the Insured up to the respective amounts stated in the Schedule as the Sum Insured or in all the Total Sum Insured, against

1. loss of Money by any cause whatsoever occurring in the Situation during the Period of Insurance and
2. the cost of repair or replacement of any safe or strongroom not otherwise insured directly associated with any theft or attempted theft from such safe or strongroom occurring during the Period of Insurance

provided that out of Business Hours the safe or strongroom or other depository containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured who on leaving the Premises shall remove the keys from the Premises.

Exceptions to Section 3

This Section does not cover

1. loss or damage directly or indirectly occasioned by or through or in consequence of strike or riot or looting, sacking or pillage in connection therewith.
2. shortages due to error or omission.
3. loss of Money through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by
 - (a) any family member of the Insured or any director, partner or owner of the Insured;
 - (b) any other person who is an employee of the Insured unless discovered within three (3) working days of the occurrence but only up to S\$10,000 or 10% of the Sum Insured, whichever is the lower.
4. loss from an unattended vehicle.
5. loss or damage directly or indirectly occasioned by, happening through or in consequence of depreciation, confiscation, requisition and compulsory sale (whether under statute or otherwise) or seizure by any authority.
6. loss of Money entrusted to any person other than the Insured, his Principal or employees.
7. loss of Money carried by professional money carriers security firms or armoured vehicle transport.

Conditions to Section 3

1. The Insured shall take all reasonable precautions for the safety of the Money insured.
2. Upon the happening of any loss giving rise or likely to give rise to a claim under this Section the Insured shall immediately upon becoming aware of such loss give notice to the
 - (a) police and render all reasonable assistance in the discovery and punishment of any guilty person and in tracing and recovering the Money;
 - (b) Company and within fourteen (14) days thereafter deliver to the Company a claim in writing and supply all such details particulars and proofs as may be reasonably required by the Company.
3. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on behalf of the Insured to obtain benefit under this Section all benefits hereunder shall be forfeited.
4. The premium and any renewal premium in respect of the item on Money in transit of this Section shall be adjusted according to the aggregate amount of Money in transit during each Period of Insurance. A proper record shall be kept by the Insured and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such Money in transit during any Period of Insurance within one (1) month from the expiry date of such Period of Insurance. The premium for such Period of Insurance shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to receipt or retention of any minimum premium applicable.

Key Warranty

Warranted that this Section does not cover the loss of Money from locked drawers, safes or strongrooms following the use of the keys or combination numbers unless the keys or combination numbers are obtained by threats or violence. It is a condition of this Section that whenever the Premises are left unattended the keys to the locked drawers, safes or strongrooms and record of the combination numbers are removed from the Premises by the Insured or any Principal or employee of the Insured.

Definitions

Money	means cash, bank and currency notes, cheques, money orders, postal orders, current postage stamps, credit card sales vouchers, revenue stamps, bonds, bills of exchange, promissory notes, postage and revenue franking tickets or other redeemable vouchers or any other negotiable instrument all belonging to the Insured or for which the Insured has accepted responsibility.
Business Hours	means the period during which the Insured's Premises are actually occupied for business purposes within the Situation and during which the Insured or his employees entrusted with Money are in the Premises.
Premises	means the building/location which the Insured is occupying for business purposes as specified in the Schedule under the heading "Premises".
Situation	means anywhere within the Republic of Singapore.
Principal	means executive officers of the Insured and the Insured's directors but only whilst acting in their capacity as directors.

SECTION 4 – PUBLIC LIABILITY

(This Section is in force only if specified in the Schedule)

The Company agrees to indemnify the Insured for

(A) All amounts which the Insured shall become legally liable to pay consequent upon

- (1) accidental death or bodily injury to or illness or disease of any person
- (2) accidental loss of or damage to property

occurring within the Geographical Limits stated in the Schedule during the Period of Insurance and resulting from accidents in connection with the Business

Provided that the Company shall not be liable to pay more than the Limit of Liability.

(B) All costs and expenses of litigation

- (1) recovered by any claimant against the Insured
 - (2) incurred with the written consent of the Company
- in respect of the indemnity afforded by this Section.

Limit of Liability

The liability of the Company under clause (A) above for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause shall not exceed the Limit of Liability for Any One Occurrence stated in the Schedule.

The total aggregate liability of the Company for all occurrences during the Period of Insurance shall not exceed the Limit of Liability for Any One Period stated in the Schedule.

Limit of Liability (All Insureds)

Regardless of the number of persons and/or organisations who are insured under this Policy (“the Insured”) and regardless of the number of claims made against one or more of the Insured, the Company’s total liability to indemnify under this Section shall not exceed the amount described and stated in this Section as the Limit of Liability.

Limit of Liability (All Extensions)

It is understood and agreed that notwithstanding the application of various extension clauses, the liability of the Company shall not be thereby increased beyond the Limit of Liability as specified in the Policy Schedule.

Exceptions to Section 4

The indemnity expressed in this Section shall not apply to or include

1. liability assumed by the Insured by agreement unless and insofar as such liability would have attached to the Insured notwithstanding such agreement.
2. liability in respect of death or bodily injury including illness of any person arising out of and in the course of the employment of such person by the Insured or to any person who is a member of the Insured’s family ordinarily residing with the Insured.
3. any amount for which the Insured or the Company may be held liable to pay to any person under any work injury compensation legislation.
4. liability in respect of loss of or damage to property
 - (a) (i) belonging to or
 - (ii) held under a hire purchase or conditional purchase agreement by or
 - (iii) hired, leased, rented or lent to or
 - (iv) under the charge or under the control of

the Insured or any servant or agent of the Insured whilst in the course of his duties as such or any member of the Insured's family ordinarily residing with the Insured.

(b) being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.

5. liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from

(a) the ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule under the heading of Plant provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded under this Section;

(b) the ownership or possession of or use by or on behalf of the Insured of any lift elevator escalator crane power hoisting machine (other than conveyor belt systems) or for the maintenance of which the Insured is responsible not specified in the Schedule under the heading of Plant;

(c) the ownership possession or use by or on behalf of the Insured of any watercraft aircraft or thing made or intended to float on or in or travel on or through water air or space;

(d) work on or which is being undertaken or has been undertaken by the Insured to any watercraft aircraft or thing made or intended to float on or in or travel through water air or space;

(e) property goods food or drink or their containers sold supplied or constructed or property or goods which have been repaired altered renovated serviced or installed or poisoning or contamination of any kind but this exception shall not apply or extend to

(i) property goods food or drink or their containers before such have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured;

(ii) property goods food or drink or their containers sold or supplied at or from a canteen provided by the Insured primarily for the use of the employees of the Insured;

(f) error or omission in design specification or professional or other advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured;

(g) vibration or the removal or weakening of or interference with the support of land or buildings;

(h) earthquake, flood or fumes;

(i) seepage pollution or contamination including the cost of removing nullifying or cleaning up seeping polluting or contaminating substances;

(j) defective sanitary installation;

(k) the bursting of any economiser used in conjunction with a steam boiler or any boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam.

6. any fine or penalty imposed upon the Insured or any punitive, aggravated or exemplary damages awarded against the Insured.

7. the first amount of any claim as specified in the Schedule as the Excess.

8. liability in respect of injury illness disease loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

9. liability in respect of injury illness disease loss or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.

10. 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.

11. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
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.

Conditions to Section 4

1. The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Section in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall from then on not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
2. If at the time any claim arises under this Section there be any other insurance covering the same liability the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance.

SECTION 5 – WORK INJURY COMPENSATION

(This Section is in force only if specified in the Schedule)

If any employee described in the Schedule in the Insured's employment shall sustain personal injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business, the Company will indemnify the Insured against all sums for which the Insured shall be liable to pay compensation either under the Legislation or at Common Law, and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.

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 as though they were the Insured observe comply fulfil and be subject to the terms of this Policy in so far as they can apply.

Provided always that in the event of any change in the Legislation or the substitution by other legislation therefor the Company reserves the right to cancel this Section in accordance with Condition 9 contained herein or allow this Section to remain in force and charge additional premium therefor.

Limit of Liability

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

Applicable Law and Jurisdiction

1. This Section shall be governed by the laws of the Republic of Singapore.
2. The indemnity under this Section shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or any endorsement hereon shall affect

1. the right of any person entitled to indemnity under this Section, or
2. the right of any other person to recover compensation,

under or by virtue of the Legislation.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

Exceptions to Section 5

The Company shall not be liable in respect of

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. the Insured's liability to employees of independent contractors engaged by the Insured.
3. any employee of the Insured who is not an "employee" within the meaning of the Legislation.
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5. any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner unless the Insured is liable under the Legislation.
6. any incapacity or death resulting from a deliberate self injury or the deliberate aggravation of an accidental injury.
7. 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.

This exclusion shall only apply to the liability of the Insured which attaches under Common Law.

Conditions to Section 5

1. In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply and fulfil the terms of this Section.
2. The truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Section and shall be the basis of this contract.
3. Every notice or communication to be given or made under this Section shall be delivered in writing to the Company.
4. The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employee and shall comply with all statutory obligations and requirements.
5. (a) In the event of the occurrence of any accident/occupational disease that may give rise to a claim under this Section, the Insured shall give notice of the occurrence in accordance with the time limits set out by Legislation to the Company with full particulars. If the notice period is not stipulated by Legislation for a particular occurrence then notice of the occurrence shall be given to the Company within ten (10) days of the Insured having knowledge of the same.

(b) Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge 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. 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 shall give such information and assistance as the Company may require.
7. If the nature of the Business as described in the Schedule is changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment the coverage under this Section ceases in regard to the employee affected unless the Insured, before the occurrence of any accident or discovery of disease involving the employee, obtains the written consent of the Company to such change.
8. At any time after the happening of any accident or disease giving rise to a claim or series of claims under this Section the Company may pay to the Insured the full amount of the Company's liability and relinquish the conduct of any claim defence or proceedings and the Company shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Company in connection with such claim defence or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
9. The Company may cancel this Section of the Policy by giving fourteen (14) days' notice by registered letter to the Insured at his 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 this Section had been in force subject to a minimum premium payment of S\$50 by the Insured. This Section of the Policy may be cancelled at any time by the Insured by giving seven (7) days' written notice to the Company and provided no claim has arisen during the period during which this Section had been in force the Insured shall be entitled to a return of premium subject to a minimum premium payment of S\$50 by the Insured and subject to any adjustment of premium required by the terms of this Section of the Policy.
10. All disputes or differences under this Section of the Policy shall be referred to Arbitration in accordance with the Arbitration Act (Chapter 10) or any statutory re-enactment thereof. The making of an Award by an Arbitrator or Arbitrators as herein before specified shall be a condition precedent to any right of action against the Company.
11. A person who is not a party to this Section of the Policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

Average Clause

If the Estimated Annual Wages, salaries and other monetary earnings declared by the Insured, which must include those paid by the Insured as well as those paid by other employers and known to the Insured, is lesser than the actual Annual Wages, salaries and other monetary earnings at the time of the inception of this Section, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Annual Wages, salaries and other monetary earnings declared and the Insured shall bear a ratable proportion of the liability accordingly. The Annual Wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.

Interpretation

1. ALL references to "Legislation" in this Section shall mean the Work Injury Compensation Act (Cap. 354), amendments and re-enactment thereof and any regulations made thereunder.
2. Words used in this Section shall have the same meanings as that defined in the Legislation.

Premium Adjustment and Declaration of Wages

1. The premium payable by the Insured shall be based on the total amount of wages, salaries and other monetary earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in his employment during the Period of Insurance.
2. If the total amount of wages, salaries and other monetary earnings paid by the Insured as well as other employers and known to the Insured during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Section, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of 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 wages salaries and other monetary earnings paid by the Insured as well as wages, salaries and other monetary earnings paid by other employers to the employee and known to the Insured during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records. Wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.
4. The Insured shall without demand and within a month after the expiry date or termination of this Section, furnish the Company an account of all wages, salaries and other monetary earnings paid by the Insured as well as wages, salaries and other monetary earnings paid by other employers and known to the Insured to every employee in his employment during the Period of Insurance.

Warranty

The Insured warrants that in the event of any failure by him to comply with any of the terms of this Section, he shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

Policy Owners' Protection Scheme

This Section is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Section 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 your insurer or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

SECTION 6 – PLATE GLASS

(This Section is in force only if specified in the Schedule)

If at any time during the Period of Insurance there shall happen any breakage of glass situated at the Situation and described in the Schedule (including any writing painting or ornamentation thereon or alarm tapes if such are specifically included in the Schedule) the Company will at its option reinstate such glass or pay to the Insured the cost of reinstatement.

Provided that the Company's liability to reinstate or pay reinstatement costs pursuant to this Section shall be limited to the declared value stipulated in the Schedule.

Provided also that the word "breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass.

Exceptions to Section 6

The Company shall not be liable for

1. breakage during removal of or alteration to the glass or during any alteration to the premises or fittings.
2. loss or damage to frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
3. cracked or imperfect glass unless specifically declared as such and specifically included in the Schedule.
4. interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass.
5. breakage arising out of fire, explosion, earthquake, volcanic eruption.
6. the first amount of any claim as specified in the Schedule as the Excess.
7. loss or damage directly or indirectly occasioned by or through or in consequence of strike or riot or looting, sacking or pillage in connection therewith.
8. breakage of lettering unaccompanied by breakage of glass.
9. breakage due to dilapidation of frames or framework.

Conditions to Section 6

1. Upon the happening of any event giving rise or likely to give rise to a claim under this Section the Insured shall within seven (7) days give notice to the Company and shall when required furnish full particulars of such breakage and the circumstances under which it occurred and the Insured shall not cause or permit the removal of the broken glass from its position without the written consent of the Company. This Section shall not cover any breakage of glass or glass and lettering, painting or ornamentation substituted for such broken glass unless the insurance thereon shall have been reinstated either by payment of additional premium as the Company may require or by renewal of this Section subsequent to such substitution.
2. The Company may proceed against any person or persons in the name of the Insured to recover compensation for the loss sustained by such breakage and the Insured shall give all reasonable assistance as the Company may require.
3. In the event of the breakage for which the Company is liable the broken glass shall become the absolute property of the Company as salvage and the Insured shall take all precautions to prevent further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.
4. The Insured shall give immediate notice of all or any circumstances which materially affect the risks covered by this Section and particularly if any alterations be made to any of the glass mentioned in the Schedule hereto or if any repairs or alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on therein or if the premises shall become unoccupied.
5. The Insured shall take all due and proper precautions for the safety of the property insured.

SECTION 7 – FIDELITY GUARANTEE

(This Section is in force only if specified in the Schedule)

The Company agrees to reimburse to the Insured all such direct pecuniary loss not exceeding the Limit of Guarantee as the Insured shall sustain by all acts of fraud or dishonesty committed by any Employee specified in the Schedule

- (a) during the Period of Insurance,
- (b) during the uninterrupted continuance of employment of such Employee,
- (c) in connection with his occupation, and
- (d) discovered within
 - (i) the Period of Insurance during which the act(s) of fraud or dishonesty occurred or
 - (ii) within six (6) months hereafter or within six (6) months after the termination of such employment whichever shall happen first.

Non-Accumulation of Sums Insured

If this Section shall be continued in force for more than one period of insurance or if any liability shall exist on the part of the Company under this Section and also under any other policy in respect of fraud or dishonesty of the Employee the liability of the Company under this Section shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of insurance and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Limit of Guarantee set against the name of such Employee in the Schedule or the amount guaranteed under any other such policy as aforesaid whichever is the greater.

Exceptions to Section 7

The Company shall not be liable

1. for the Excess stated in the Schedule in respect of each claim arising out of any act or acts of fraud or dishonesty by any one Employee.
2. if the nature of the Business of the Insured be changed without the sanction of the Company.
3. if the precautions and checks for securing accuracy of accounts are not duly observed.
4. for more than one claim in respect of any act or acts of fraud or dishonesty by any one Employee.
5. for stock 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 an Employee or Employees of the Insured and that all other obligations imposed upon the Insured hereunder are fulfilled.

Conditions to Section 7

1. Every notice or communication to be given or made under this Section shall be delivered in writing to the Company.
2. Upon the happening of any circumstances giving rise or likely to give rise to a claim under this Section the Insured shall immediately upon becoming aware of such loss or damage give immediate notice to the
 - (a) police and take all practical steps to prosecute the Employee involved to conviction for any criminal act which the Employee involved shall have committed;
 - (b) Company stating the Employee or Employees involved their whereabouts and the acts of fraud or dishonesty discovered and within three (3) months thereafter deliver to the Company a claim in writing and supply full details particulars and proofs and any other information as may be reasonably required by the Company.
3. In the event of a claim all books of accounts of the Insured and any Accountant's reports thereon shall be open to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to obtain reimbursement from the Employee involved or his estate of any amount which the Company shall have paid or become liable to pay under this Section.
4. Any money of any Employee in respect of whom a claim is made in the hands of the Insured and any money which but for any act of fraud or dishonesty committed by that Employee would have been due to that Employee from the Insured shall be deducted from the amount of loss before a claim is made under this Section. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.

5. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on behalf of the Insured to obtain benefit under this Section all benefits hereunder shall be forfeited.
6. Upon the happening of any circumstances covered by this Section the Aggregate Limit of Guarantee for the period shall immediately stand reduced by the amount paid or payable by the Company in respect of the act or acts of fraud or dishonesty involved.
7. The Insured shall immediately give notice to the Company of any other policy of insurance covering the Insured for any of the same risks or loss as this Section.

If at the time any claim arises under this Section there is any other insurance covering the Insured for the same loss, the Company shall only pay over and above the sum payable under that other insurance.

SECTION 8 – PERSONAL ACCIDENT

(This Section is in force only if specified in the Schedule)

If during the Period of Insurance any **Insured Person** whose name and/or Occupation is stated in the Schedule suffers **Injury** which gives rise to a Benefit described in this Section the Company will, unless otherwise provided in the Schedule, pay to the Insured the Compensation specified in this Section.

Definitions

Certain words have been defined below. These have the same meaning whenever they are used in this Section.

Accident means an event which happens suddenly and gives rise to a result which the **Insured Person** did not intend or anticipate.

Hospital means a lawfully operating institution for the care and treatment of sick and injured persons, which has 24 hours nursing services by registered graduate nurses, one or more **Physicians** available at all times and organised facilities for diagnosis and major surgery, which shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, home for the aged or similar establishment.

Injury means all bodily injury to the **Insured Person** occurring anywhere in the world caused solely and directly by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

Insured Person means each of the persons described as such in the Schedule.

Lump Sum Benefit means the total amount of Compensation insured for death or disablement, but excluding any **Weekly Benefit**.

Physician means a qualified medical practitioner other than the Insured, the **Insured Person** or the **Insured Person’s** relative who is licensed by the medical authorities of the country in which treatment is provided to practise western medicine and surgery, and who in rendering such treatment is practising within the scope of his or her licensing and training in his/her geographical area of practice.

Weekly Benefit means any Compensation payable at a rate per week.

The Benefits

The Company will pay the Compensation for death or disablement as described below if the **Insured Person** suffers **Injury** which within two (2) years of its happening is the sole cause of the death or such disablement.

Benefits		Compensation
A.	Death	The Sum Insured for Death as specified in the Schedule.
B.	Permanent loss or disablement as specified below	Sum equal to percentage of the Sum Insured as specified in the Schedule. The percentage payable is shown below against each Benefit:
	1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
	2. Total and permanent loss of all sight in one or both eyes	100%
	3. Total loss by physical severance or total and permanent loss of use of:	
	(a) one or two limbs	100%
	(b) one or two hands	100%
	(c) arm above the elbow	100%
	(d) arm at or below the elbow	100%
	(e) leg above the knee	100%
	(f) leg at or below the knee	100%
	4. Permanent total insanity	100%
	5. Total and permanent loss of sight in one eye except perception of light	50%
	6. Total loss by physical severance or total and permanent loss of use of:	
	(a) thumb and four fingers of one hand	70%
	(b) four fingers of one hand	45%
	(c) thumb (two phalanges)	25%
	(d) thumb (one phalanx)	10%
	(e) index finger (three phalanges)	15%
	(f) index finger (two phalanges)	10%
	(g) index finger (one phalanx)	5%
	(h) middle finger (three phalanges)	10%
	(i) middle finger (two phalanges)	7%

	Benefits	Compensation
	(j) middle finger (one phalanx)	3%
	(k) ring finger (three phalanges)	10%
	(l) ring finger (two phalanges)	7%
	(m) ring finger (one phalanx)	3%
	(n) little finger (three phalanges)	10%
	(o) little finger (two phalanges)	7%
	(p) little finger (one phalanx)	3%
	(q) all toes of one foot	18%
	(r) great toe (two phalanges)	6%
	(s) great toe (one phalanx)	3%
	(t) any other toe	3%
	(u) metacarpals (first or second)	3%
	(v) metacarpals (third, fourth or fifth)	2%
	7. Total and permanent loss of:	
	(a) hearing in two ears	75%
	(b) hearing in one ear	25%
	(c) speech	60%
	8. Any permanent partial disablement not specified above other than loss of sense of taste or smell for which no Compensation is payable	Such percentage to be assessed by the Company as in the opinion of the Company's advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.
C.	Temporary Total disablement from engaging in or attending to the Insured Person's usual employment or occupation and certified by a Physician	The Weekly Benefit as specified in the Schedule for a period not exceeding one hundred and four (104) weeks from the commencement of the disablement.
D.	Temporary Partial disablement from engaging in or attending to the Insured Person's usual employment or occupation and certified by a Physician	The Weekly Benefit as specified in the Schedule for a period not exceeding one hundred and four (104) weeks from the commencement of the disablement.
E.	Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within one hundred and four (104) weeks of the happening of the Injury , provided that all such fees or charges are necessarily and reasonably incurred for professional services rendered by a Physician and/or at a Hospital	Reimbursement up to the Sum Insured as specified for Medical Expenses in the Schedule in respect of any one Injury . This Sum Insured is the limit for any one period of insurance.

Compensation Limits in respect of any one Insured Person

1. **Lump Sum Benefit** shall not be payable for
 - (a) any specific item of Benefit B where that item is also comprised in any other item of Benefit B for which a greater amount of Compensation is payable in the circumstances;
 - (b) Benefit A in addition to any Benefit B if caused by the same **Accident**, except that if a payment has been made under any part of Benefit B and death occurs subsequently solely caused by and within one hundred and four (104) weeks of the **Accident**, then the Company will pay any difference if the Compensation payable for Benefit A is greater than that already paid for Benefit B;
 - (c) more than 100% of the Sum Insured for Benefit A or Benefit B (whichever is the higher) in any one period of insurance in aggregate for any or all of Benefits for any one **Insured Person**;
 - (d) Benefit B1 until one year after the happening of the **Injury**.
2. **Weekly Benefit** shall not be payable for
 - (a) any period of time subsequent to the death of the **Insured Person** or subsequent to Compensation becoming payable under any part of Benefit B;
 - (b) both Benefits C and D for the same period of disablement.
3. **Weekly Benefit** for either or both of Benefits C and D shall be payable when the total amount has been agreed, or at the Insured's request at intervals of not less than four (4) weeks (but not in advance) commencing four (4) weeks after receipt by the Company of written notice of the **Injury**.

4. Nothing will be payable in respect of Benefit E if there is any other insurance in force covering the loss or if the Insured or the **Insured Person** are entitled to indemnity from any other source, provided that the Company shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

Overall Compensation Limit

The maximum aggregate liability of the Company in respect of all **Insured Persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit of **S\$3,500,000** or the aggregate of the amount of Compensation payable in respect of such **Insured Persons**, whichever is the less.

If the aggregate amount of all claims for **Insured Persons** travelling in one conveyance exceeds the Conveyance Limit, the Company's liability in respect of each of such **Insured Persons** will be a rateable proportion of the Benefits due in respect of that person.

Extensions to Section 8

1. Clothing and Personal Effects Damage Compensation

The Company undertakes to pay to the **Insured Person** who sustains **Injury** and damage to the clothing as well as personal effects in the same **Accident** (but only to the extent that they are not recoverable from any other source) an amount not exceeding S\$500 for such damage arising out of any one **Injury** provided that Medical Expense is also payable under this Section.

2. Chinese Physician/Chiropractor Treatment Expenses

It is hereby declared and agreed that this Section extends to cover the Chinese physician/chiropractor treatment expenses necessarily and reasonably incurred and supported by receipts from a qualified Chinese physician/chiropractor, who is duly licensed or registered to do so according to the laws and regulations applicable in the geographical area of his/her practice, for an amount not exceeding S\$500 in the aggregate per **Insured Person**. The Company shall not be liable for more than S\$50 per consultation, subject to a maximum of one consultation per day.

This extension applies to the **Insured Persons** in respect of whom Medical Expenses cover exists for an amount not less than S\$2,500 each under this Section.

3. Disappearance

The Company shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads the Company to the conclusion that death was caused by an **Injury**. However, if at any time after payment of Compensation under this Section for such death the **Insured Person** is found to be living, such Compensation shall be refunded to the Company.

4. Exposure

If the **Insured Person** suffers an **Injury** and then, in consequence of that **Injury** suffers death or disablement as a result of exposure to the elements, the Company will consider such death or disablement as having been caused by an **Injury**.

Exceptions to Section 8

The Company will not pay compensation for

1. **Injury** caused by the **Insured Person** engaging in
 - (a) air travel except as a passenger in a fully licensed passenger carrying aircraft;
 - (b) any trade, technical or sporting activity or as crew in connection with an aircraft;
 - (c) motorcycling (as driver or passenger).
2. **Injury** caused by the **Insured Person** engaging in or practising for
 - (a) parachuting;
 - (b) hang gliding;
 - (c) any kind of race (other than on foot or swimming) or trial of speed or reliability;
 - (d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
 - (e) underwater activities necessitating the use of compressed air or gas.

3. **Injury** caused by

- (a) suicide or attempted suicide while sane or insane, intentional self-injury, criminal act, provoked assault or wilful exposure to peril (other than in an attempt to save human life);
- (b) pregnancy, childbirth, miscarriage, abortion or any complications arising from such conditions;
- (c) mental or nervous disorders, including but not limited to insanity;
- (d) any pre-existing physical or mental defect or infirmity, HIV or any HIV related illness including AIDS or any mutant derivative or variations thereof however caused, sexually transmitted disease, any other illnesses or diseases of any kind;
- (e) the **Insured Person** being under the influence of drugs (other than those prescribed by a **Physician** but not when prescribed for the treatment of drug addiction);
- (f) the **Insured Person** being under the influence of alcohol, unless it can be established to the Company's reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **Injury**.

If the Company alleges that by reason of these Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon the Insured.

Conditions to Section 8

1. This Section may be renewed from year to year by mutual agreement between the Insured and the Company but in any case shall terminate in respect of any **Insured Person** at the end of the Period of Insurance during which that **Insured Person** attains the age of seventy (70) years.
2. The Insured shall give immediate written notice to the Company of any change in any of the **Insured Person's** Occupation or of any other insurance effected by or on behalf of any **Insured Person** by the Insured providing any benefit for a Benefit arising out of an **Injury** insured by this Section. Provided that the Insured need not notify short term travel or coupon policies or any policy where the benefit is provided as an adjunct to the main purpose of this Section.
3. (a) Notice shall be given to the Company as soon as possible but in any case within thirty (30) days of the happening of any **Injury** in respect of which a claim is to be made;
- (b) The Insured or other claimant shall at the Insured's or other claimant's own expense furnish to the Company such certificates information and evidence as the Company may reasonably require;
- (c) Any **Insured Person** shall as soon as possible after the happening of any **Injury** in respect of which a claim is to be made procure and follow medical advice from a **Physician**;
- (d) Any **Insured Person** may have to undergo further medical examination required by the Company at the Company's expense;
- (e) The Company shall in the case of the death of any **Insured Person** be entitled to have a post mortem examination at the Company's own expense if this is not forbidden by law.
4. The Company will not recognise or be affected by any notice of trust, charge or assignment relating to this Section. The receipt of the Insured, or Insured's legal personal representatives or of any person(s) to whom any benefit is expressed to be payable shall in all cases effectively discharge the Company's liability.
5. If the premium for this Section has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative to it and shall at all times allow the Company to inspect such record. The Insured shall within one calendar month from the expiry date of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The premium for such Period of Insurance shall then be adjusted and the difference paid by or allowed to the Insured as the case may be subject to receipt and retention of any minimum premium applicable.
6. Every notice or communication to be given or made under this Section shall be delivered in writing to the Company.
7. The terms exceptions and conditions of this Section, so far as applicable and with any necessary modifications, shall apply to the **Insured Person's** legal personal representative.

Policy Owners' Protection Scheme

This Section is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Section 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 your insurer or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

SECTION 9 – ELECTRONIC EQUIPMENT

(This Section is in force only if specified in the Schedule)

This Section applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

Sub-Section A: Material Damage

Scope of Cover

The Company hereby agrees with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Section, the items or any part thereof entered in the Schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company's option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

Exceptions to Sub-Section A

The Company shall, however, not be liable for

- (a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- (b) loss or damage caused by any faults or defects existing at the time of commencement of this Section within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;
- (c) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- (d) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- (e) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- (f) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- (g) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- (h) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- (i) consequential loss or liability of any kind or description;
- (j) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- (k) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the parts mentioned under (j) and (k) above, the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

Provisions Applying to Sub-Section A

Memo 1 – Sum Insured

It shall be a requirement of this insurance that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, e.g., freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 – Basis of Indemnity

- (a) In cases where damage to an insured item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured.

If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- (b) In cases where an insured item is destroyed, the Company shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Section, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the Schedule. (The Company may agree - by application of the relevant endorsement - to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining Period of Insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Section.

The costs of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Sub-Section B: External Data Media

Scope of Cover

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Sub-Section A of this Section, the Company will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Section. This cover applies while the insured data media are kept on the premises.

Exceptions to Sub-Section B

The Company shall, however, not be liable for

- (a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- (b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- (c) consequential loss of any kind or description whatsoever.

Provisions Applying to Sub-Section B

Memo 1 – Sum Insured

It shall be a requirement of this insurance that the sum insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 – Basis of Indemnity

The Company shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of twelve (12) months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within twelve (12) months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining Period of Insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Sub-Section C: Increased Cost of Working

Scope of Cover

The Company hereby agrees with the Insured that if material damage indemnifiable under Sub-Section A of this Section gives rise to a total or partial interruption of operation of the EDP equipment entered in the Schedule, the Company will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Section up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of insurance, provided always that such interruption occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Section.

Exceptions to Sub-Section C

The Company shall, however, not be liable for any additional expenditure incurred as a result of

- (a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- (b) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

Provisions Applying to Sub-Section C

Memo 1 – Sum Insured

It shall be a requirement of this insurance that the sum insured stated in the Schedule is the amount which the Insured would have to pay as additional expenditure for twelve (12) months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the Schedule.

The Company shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this Section, provided separate sums therefor have been entered in the Schedule.

Memo 2 – Basis of Indemnity

In the event of failure of the EDP equipment insured the Company shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, the Company shall only be liable to indemnify the Insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining Period of Insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Exceptions Applicable to the Whole of Section 9

This Section does not cover loss or damage directly or indirectly caused by, arising out of or aggravated by

- (a) wilful act or wilful negligence of the Insured or his representatives;
- (b) riot, strike, lock out or persons taking part in labour disturbances.

Conditions Applicable to the Whole of Section 9

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

(b) 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 to ensure safe operation of the insured items, 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 cover provided under this Section is confirmed in writing by the Company.
3. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Section and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy. Upon payment of an indemnity the Company may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.
4. The indemnity shall be payable one (1) month after determination by the Company of the full amount due. Notwithstanding the above, the Insured may, one (1) month after the Company have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.

The Company shall be entitled to withhold indemnification

- (a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof;
 - (b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.
5. The liability of the Company under this Section in respect of any insured item shall cease if the said item is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried out without the Company's consent.

GENERAL EXCEPTIONS

(Applicable to the whole Policy unless otherwise specified)

This Policy does not cover

A. (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(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 or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

(e) any chemical, biological, bio-chemical or electromagnetic weapon.

B. 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 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 or threat of force, violence and/or

(b) harm or damage to life or to property (or the 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; or

(iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) 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.

C. any fine or penalty imposed on the Insured or any punitive or exemplary damages awarded against the Insured.

Cyber Primary Exclusion

(Applicable to Sections 1, 2, 8 and 9 only)

This Policy does not cover

(i) 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

(ii) 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.

Definition

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.

Virus or Similar Mechanism

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.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

Date Recognition General Exception

(Applicable to the whole Policy)

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) 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 recognise 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

(i) recognising 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

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

but this general 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) arising under any of the following Sections but only to the extent that such claim would otherwise be insured under that Section

- (a) Section 1 – Commercial All Risks
- (b) Section 2 – Loss of Profits
- (c) Section 3 – Money
- (d) Section 9 – Electronic Equipment

This general exception does not apply in respect of any of the following covers, if provided by this Policy

- (a) Burglary but only if it involves violent and forcible entry or exit
- (b) Section 5 – Work Injury Compensation
- (c) Section 6 – Plate Glass
- (d) Section 7 – Fidelity Guarantee
- (e) Section 8 – Personal Accident

Definition

For the purpose of this general 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.

Political Risks Exclusion Clause

(Applicable to the whole Policy except Sections 4, 5 and 8)

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

(a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

(b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person

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

(c) the destruction of property by order of any public authority.

In 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.

GENERAL CONDITIONS

(Applicable to the whole Policy except Section 5 and unless otherwise specified)

1. Interpretation

The Schedule and the Sections are incorporated into and form part of this Policy and the expression "the Policy" wherever used in this contract shall be read as including the said Schedule and Sections. Any words or expression to which a specific meaning has been attached in any part of this Policy shall bear such meaning wherever it may appear.

2. Misrepresentation

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

3. Alteration

This Policy shall be avoided with respect to any insured item in regard to which there be any alteration after the commencement of this insurance

- (a) by removal, or
- (b) whereby the risk of destruction or damage is increased, or
- (c) whereby the Insured's interest ceases except by will or operation of law

unless such alteration be agreed in writing by the Company.

4. Cancellation

The Company may at any time by giving seven (7) days' notice in writing to the Insured at his last known address cancel this Policy as from the expiration of such seven (7) days provided that the Company shall in that event return to the Insured the premium paid less the pro-rated portion thereof for the period the Policy has been in force. 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.

5. Reasonable Precaution

The Insured (and any other person to whom this insurance applies) shall at all times take reasonable precautions to prevent accidents loss or damage.

6. Claims - Responsibilities of the Insured

Upon the happening of an event likely to give rise to a claim under any Section or this Policy the Insured shall

- (a) notify the Company in writing as soon as reasonably possible full details of any incident which may result in a claim under this policy;
- (b) every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy;
- (c) give all necessary information and assistance that the Company may require and at its own expense provide all the detailed particulars and evidence regarding the cause and amount of the loss destruction or damage as the Company may require;
- (d) inform the police immediately if the loss destruction or damage is caused by thieves, vandals or malicious persons and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property;
- (e) take immediate action to minimise loss and to prevent further loss damage or bodily injury;
- (f) at once take all practical steps for discovering and punishing any guilty person (including immediate notification to the police) and for tracing and recovering any property lost.

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured 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 shall give all such information and assistance as the Company may require.

7. Reduction of Sum Insured

Upon the happening of any loss, damage or destruction covered by this Policy the Sum Insured in respect of the lost, damaged or destroyed item insured shall immediately stand reduced by the amount paid or payable in respect of such loss, damage or destruction.

8. Company's Rights

On happening of any destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy, enter take or keep possession of the building or premises where the destruction or damage has happened and may take possession of or require to be delivered to them any of the insured property and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the Company so to do. If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above mentioned acts then all benefits under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

9. Fraud

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

10. Reinstatement

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

11. Average

(Not applicable to Sections 3, 4 and 8)

The Insured shall with due diligence insure each item to its full value in accordance to the basis of settlement. If the property insured shall, at the happening of any loss, damage or destruction giving rise to a claim, 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.

12. Subrogation

(Not applicable to Section 8)

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

13. Contribution

(Not applicable to Sections 4, 7 and 8)

If at any time any claim arises under any Section of this Policy there be any other insurance effected by or on behalf of the Insured covering the same liability loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and the connected costs and expenses.

14. Arbitration

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the dispute shall not within twelve (12) months from the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15. Time Limit of Commencement of Action or Suit

If an action or suit is not commenced within twelve (12) months after the arbitration award is made under General Condition 14 of this Policy or within twelve (12) months from the date of disclaimer in the case where the Company disclaims policy liability, the Company shall not be liable for such claim under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the Company.

16. Payments

Where the Insured named in the Schedule comprises more than one party any payment under this Policy shall be made to the party named in the Schedule for this purpose or an authorised personal representative whose receipt shall be a full and sufficient discharge to the Company.

17. Due Observance

The due observance and fulfilment of the terms conditions and limitations of the Policy by the Insured and the truth of the statements and answers in any proposal submitted in respect of any Section of the Policy shall be conditions precedent to any liability of the Company to make any payment under this Policy.

18. 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.

PREMIUM PAYMENT WARRANTY

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

CONDITION PRECEDENT FOR PREMIUM PAYMENT

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

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

SANCTION LIMITATION AND EXCLUSION CLAUSE

The Company shall not be deemed to provide cover and the Company shall not 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.

IMPORTANT – The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.