



TM Business Suite Bespoke Insurance Solutions

This policy wording is applicable for the following TM Business Suite products:

TM Office Suite, TM Service Suite, TM Retail Suite, TM Dining Suite.

The terms, conditions, exclusions, limitations and applicable excesses of your insurance contract are contained in, i) this policy wording and ii) your Schedule and must be read in conjunction. Should there be any changes that materially affect the insurance coverage, please notify us and return for amendment. If you have any enquiries, please contact your servicer for assistance.

Sections	Summary of Cover
1. Property All Risks	Covers damage to your renovations, contents and stock-in-trade at the Situation due to an Accidental cause.
2. Business Interruption	Covers consequential loss of revenue and/or profit from the interruption of, or interruption with your Business which resulted from Accidental loss or damage to Property insured under Section 1.
3. Money	Covers loss of money, in transit, kept in the premises during business hours or kept in the premises in locked drawers/safes after business hours.
4. Personal Accident	Covers death or permanent disability of the owner(s)/ partner(s), named in the Schedule as a result of Accidental injury.
5. Public Liability	Covers you for amounts you are legally liable to pay as compensation for bodily injury and/or property damage occurring within the territorial limits defined in the Schedule as a result of an occurrence in connection with your Business.
6. Work Injury Compensation Act 2019 Insurance	Covers you for amounts you are legally liable to pay under the Work Injury Compensation Act 2019 for Relevant injury sustained by your immediate employees, limited to those covered in the Schedule, during the period of insurance arising out of and in the course of their employment by you in the Business.
7. Fidelity Guarantee*	Covers you against loss of property insured (including money) due to the fraudulent or dishonest conduct of your employees.
8. Suite Selections*	Add-on coverage for i) Rental Expenses and/or ii) Self-Store Contents and/or iii) Hospital Cash and/or iv) Goods in Transit and/or v) Deterioration of Stocks.

*There are optional covers which are only applicable if indicated in your Schedule.

BUSINESSES COVERED UNDER TM OFFICE SUITE

Establishments that conduct their business in and from offices.

BUSINESSES COVERED UNDER TM SERVICE SUITE

Examples of establishments that primarily conduct their business in the service sector including, but not limited to:

- i) Businesses in consulting room environments
- ii) Photographic Studios
- iii) Wedding Planners
- iv) Beauty Services including Hair & Beauty Salons, Manicures & Pedicures
- v) Medical or Dental Clinics

BUSINESSES COVERED UNDER TM RETAIL SUITE

Establishments that sell consumer merchandise such as clothing, books & stationery, gifts & souvenirs, drugs & medical products.

BUSINESSES COVERED UNDER TM DINING SUITE

Restaurants – Establishments that sell foodstuff (including beverages) for consumption at the premises providing dedicated and exclusive dining-in facilities. These would also include cafes, coffee houses and bistros.

Food Stall – Establishments that sells foodstuff (including beverages) for consumption at the premises with dining-in facilities which are neither dedicated nor exclusive to the stall owners. This includes food kiosks, stalls in the food court, hawker centres and canteens.

Food Retailers – Establishments that sell foodstuff (including beverages) purely on “take-away” consumption basis and no dining-in facilities are provided. (However, this does not include food catering operators)

TRADES OR PREMISES NOT COVERED UNDER TM BUSINESS SUITE

<ul style="list-style-type: none"> • Pubs, bars, discotheques, karaoke lounges, nightclubs; • Establishments that are primarily in the business of food catering & delivery services; • Establishments that are primarily in the business of manufacturing, loss adjusting, pest control or cleaning services; • Massage parlours; • Betting outlets; • Arcade or Billiard centres; • Learning Centres except those exclusively conducting training courses for Executives/Professionals; 	<ul style="list-style-type: none"> • Aesthetic/Cosmetic surgeries or treatments; • Driving services including lessons; • Martial arts courses; • Establishments housed in class two/three construction premises or make-shift structures; • Establishments that are primarily in the supply or sale of motor vehicles, electronic or electrical goods, joss paper & incense, jewellery, watches, works of art and antiques; • Premises that are not located in Singapore.
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HOW YOUR INSURANCE OPERATES

Your Policy is a contract between you and Tokio Marine Insurance Singapore Ltd. This Policy is issued based on the information provided to us, which can be in the form of a written proposal or declaration, and shall form the basis of this contract. If you find any information which is incorrect, please notify us immediately.

In exchange for the premium you have paid or have agreed to pay, we agree to insure your business and Insured Person(s) against loss covered by this insurance, subject to and in accordance with the terms, conditions, exclusions, limitations and applicable excesses described in the Policy.

YOUR DUTY OF DISCLOSURE

You have a duty to disclose to us all facts that you know, or could reasonably be expected to know, that is relevant to our decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters to us before you extend or vary this contract. Otherwise you may not receive any indemnity or benefit from your Policy.

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DEFINITION OF POLICY TERMS (Not Applicable to Section 6)

Some words in the Policy have special meanings. These words are defined below:

<p>“Accident” or “Accidental”</p> <p>“Age”</p> <p>“Bank”</p> <p>“Breakage”</p> <p>“Business Hours”</p> <p>“Business”</p> <p>“Chinese physician/Chiropractor”</p> <p>“Class One Construction”</p> <p>“Class Two Construction”</p> <p>“Class Three Construction”</p> <p>“Company, we, us or our”</p> <p>“Congenital abnormalities”</p> <p>“Contents”</p> <p>“Day Surgery”</p>	<p>A sudden, unforeseen and involuntary event.</p> <p>Unless otherwise specified, any reference to age means age at the next birthday.</p> <p>A bank, building society, credit union or similar financial institution registered or licensed to operate in Singapore.</p> <p>For the purpose of plate glass, “breakage” means fracture extending through the entire thickness of the plate glass.</p> <p>The period you or persons authorized by you are at the Premises for the purpose of conducting the business.</p> <p>The business described in the schedule, carried on by you at or from the Situation.</p> <p>A person who is qualified and registered as a Chinese medicine practitioner pursuant to the Traditional Chinese Medicine Practitioners Act (Cap. 333A).</p> <p>Buildings of fully reinforced concrete or stone construction with hard roofs (Hard roofs refer to materials such as Tiles, Slates, heavy Metal or a composition of Asbestos and other incombustible materials).</p> <p>Buildings constructed with partial concrete or heavy metal sheet walls and roofing or wholly in sturdy metal frame and heavy metal sheet walls and roofs.</p> <p>1) Buildings with hard roofs and walls of aluminum or other light metals and/or mortar on wooden or partly iron frames</p> <p>2) Buildings with hard roofs and walls wholly and/or partly of wood or with walls partly of wood or with walls partly of iron and all buildings with roofs or shingles</p> <p>3) Open sided sheds with hard roofs on brick, stone, concrete, iron or hardwood support & with any walls of incombustible material</p> <p>Tokio Marine Insurance Singapore Ltd.</p> <p>Congenital anomalies as well as neo-natal physical abnormalities developed within six (6) months of birth.</p> <p>All physical property in connection with your business at the premises, (and that, which does not form part of the building or which is specifically excluded) consisting of:</p> <ul style="list-style-type: none"> • Stock-in-trade including goods held in trust and for which you are responsible; • Furniture, fixtures and fittings including sign boards, awnings, outdoor fixtures and fittings of every description that belongs to you or for which you are legally responsible or have assumed responsibility to insure; • Your personal effects and those of your employees subject to a limit of \$500 at any one time, and \$5,000 in the aggregate. <p>Surgery that is pre-planned but does not require the use of a recovery facility or overnight stay in hospital as an in-patient.</p>	<p>“Disability”</p> <p>“Doctor”</p> <p>“Excess”</p> <p>“Exclusions”</p> <p>“Hospital”</p> <p>“Hospitalised” or “Hospitalisation”</p> <p>“Illness” or “Sickness”</p> <p>“Injury”</p> <p>“Insured person”, “you” or “your”</p> <p>“Insured worker”</p> <p>“Medical expenses”</p> <p>“Money”</p>	<p>An illness or injury, including its complications, arising out of a single cause. However, subsequent disability, from the same cause, arising after thirty (30) consecutive days from the last discharge from hospital shall be deemed as a new disability.</p> <p>A person qualified by degree in western medicine and who is legally licensed and duly qualified to practice medicine or to perform surgery.</p> <p>The amount of money specified in the Policy which you must contribute as the first payment for all claims arising out of one event.</p> <p>The Specific Exclusions mentioned in the section as well as the General Exclusions stated in the Policy.</p> <p>Any establishment legally constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:</p> <ul style="list-style-type: none"> • Has facilities for diagnosis and major surgery; • Provides twenty four (24) hours a day nursing services by registered nurses; • Is under the supervision of one or more physicians at all times; and • Is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment. <p>In-patient confinement in a hospital for a period of not less than six (6) hours and for which a daily room and board charge is incurred.</p> <p>Physical condition marked by a pathological deviation from the normal healthy state.</p> <p>Bodily injury, including death, resulting from violent, external and visible means caused solely, directly and independently of any other cause by an Accident. Injury does not include sickness, disease or any naturally occurring condition or degenerative process.</p> <p>Person(s) insured under this policy and named in the schedule as such.</p> <p>An individual between the age of eighteen (18) and seventy (70) years old whose application for this insurance has been approved and confirmed in writing by the company.</p> <p>Means expenses incurred and paid to a doctor, medical practitioner, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire but excluding cost of dental treatment unless such treatment is necessarily incurred to repair sound and natural teeth arising out of an Accident. It shall also include expenses incurred in respect of drugs and/or medical supplies prescribed and certified as medically necessary by a doctor. The total amount payable for medical expenses in respect of each period of insurance shall not exceed the limit shown in the schedule.</p> <p>Cash, currency notes, coin, bank notes, cheques, postal orders, money orders, current postage stamps, unexpired units in franking machines, stored value cards, credit card sales / service vouchers.</p>
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"Period of insurance"	Period of cover shown in the schedule and any subsequent period that we agree to extend by endorsement.
"Permanent disability"	Disability that medical evidence confirms will last for the rest of the insured person's life.
"Permanent total disability"	Disability that medical evidence confirms will last for the rest of the insured person's life and which stops them from doing any paid job.
"Plate glass"	Glass fixed in doors, partitions, windows, skylights, premise front and glass on showcase.
"Policy"	TM Business Suite Policy Wording and Your Policy Schedule.
"Premises"	Within the confines of the building that you occupy for the business at the Situation defined in the Schedule.
"Pre-existing condition"	Any medical condition which existed or has developed symptoms or manifested before the first commencement date of this insurance and for which the insured worker is aware or ought to be aware of under normal medically accepted pathological development of the condition.
"Property"	Renovations, Contents and Stock-in-Trade at the Situation as defined in the Schedule.
"Reasonable and customary"	This is the general level of medical charge made by an establishment of similar standing in Singapore for comparable treatment, services or supplies to an individual of the same sex and of comparable age for similar illness or injury in the locality where the charge has been incurred.
"Schedule"	Your policy schedule.
"Self-store Facility"	Space rented on a short-term or long-term basis for the purpose of safekeeping of goods.
"Situation"	The situation stated in the schedule.
"Territorial limits"	Anywhere within Singapore.
"Waiting period"	The period of time from the inception of coverage for each insured worker during which any pre-existing condition is not covered.

Section 1

Property All Risks

COVERAGE

If at any time during the Period of Insurance the Property insured or any part thereof shall suffer any Accidental physical loss, destruction or damage (hereafter called Damage) from cause other than those specifically excluded in the Exclusions in a manner necessitating repair or replacement, the Company will indemnify the Insured against such loss, destruction or damage.

EXCESS

1. S\$250 Each and every loss except for fire, lightning or explosion
2. S\$500 Each and every loss with regard to water damage

BASIS OF SETTLEMENT

Subject to the sum insured and limits shown in the schedule and any applicable excess, the basis of settlement will be:

1. Where the Property insured has been damaged and cannot be economically repaired, we will, at our option:

- Pay for the cost necessary to reinstate or replace the damaged Property insured, less depreciation, taking into consideration its age, condition and remaining useful life as at the time of the damage
 - Physically replace the damaged Property insured with another of similar age and condition
2. Where the Property insured has been damaged and can be economically repaired, we will pay the cost necessary to repair the damaged Property insured to a condition substantially the same as, but not better or more extensive than the Property's condition at the time of the damage.

For goods sold but not delivered and for which you are responsible, if the sales contract of such goods is cancelled by reason of non-delivery due to damage or loss covered under this Section, settlement shall be based on the contract price of the goods.

SPECIFIC EXCLUSIONS UNDER SECTION 1

- (1) Section 1 does not cover Damage to:
 - (a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, pearls, furs, curiosities, rare books or works of art, unless specifically mentioned as insured by this policy and then only in respect of the perils specified;
 - (b) motor vehicles and other mechanically or electrically propelled vehicles and accessories licensed for road use;
 - (c) railway locomotives and rolling stock and their contents;
 - (d) watercraft or aircraft or property contained in watercraft or aircraft;
 - (e) livestock, growing crops or trees;
 - (f) property in transit other than within the premises specified in the Schedule;
 - (g) property in the course of demolition, construction or erection;
 - (h) plant, machinery or equipment due to its own mechanical or electrical breakdown overheating failure or derangement;
 - (i) property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;
 - (j) property being worked on or directly arising from any process of manufacture, repair alteration or servicing;
 - (k) property which at the time of the happening of such Damage is insured by or would have, but for the existence of this Policy, been insured by any marine policy or policies;
 - (l) land, drainage or culverts, driveways, pavements, roads, canals, wells, pipelines, cables, unless specifically included in the sum insured.
- (2) Section 1 does not cover
 - (a) loss of earnings, loss by delay, loss of market or other consequential or indirect financial loss or damage of any kind or description whatsoever;
 - (b) amount of excesses stated in the Policy or Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of average;
 - (c) acts of fraud or dishonesty;
 - (d) theft except from a building and then only if there is violent or forcible entry to or exit from such building;
 - (e) disappearance, unexplained or inventory shortage which is discovered during stocktaking or not traceable to a specific event;
 - (f) shortages in the supply or delivery of materials to or by the Insured;
 - (g) joint leakage, failure of welds, cracking, fracturing, explosion, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any connected steam and feed piping but this exclusion shall not apply to other property loss or destroyed in consequence thereafter.

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- (3) Section 1 shall not be liable for
- (a) cost of normal upkeep or normal making good;
 - (b) cost of repairing, replacing or rectifying defective materials, faulty workmanship or design but this exclusion shall not extend to other property insured under this Policy lost or damaged in consequence of such defective materials or workmanship;
 - (c) cost arising from false or unauthorised programming, punching, labeling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields.
- (4) Section 1 does not cover any Damage caused by or arising from
- (a) gradually operating causes including but not limited to wear and tear, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration, inherent vice, slowly developing deformation or distortion, insects, larvae or vermin of any kind, microbes of any kind, unless sudden and unforeseen physical loss, destruction or damage ensues, in which case the Company's liability shall be limited to such ensuing loss, damage or destruction;
 - (b) pollution or contamination, unless caused by fire, lightning or explosion;
 - (c) shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, scratching, action of light;
 - (d) change in temperature or humidity, failure or inadequate operation of any air-conditioning, cooling or heating system due to operating error;
 - (e) exposure to weather conditions where property is left in the open or not contained in fully enclosed buildings;
 - (f) failure of supply of water, gas and electricity;
 - (g) subsidence, ground heave or landslide;
 - (h) solidification or inadvertent escape of molten material.

EXTENSIONS TO SECTION 1

- (1) Alterations & Repairs
Minor alterations, additions and repairs to the Property insured and works in progress are allowed and the insurance by this Policy is extended to cover on and/or whilst in such additions.
- (2) Appraisalment
If the aggregate claim for any one loss does not exceed S\$5,000 or 10% of the Sum Insured whichever is lesser, no special inventory or appraisalment of the undamaged Property shall be required.
- (3) Automatic Reinstatement Clause
It is understood and declared that in the event of loss or damage by cause other than those specifically excluded under the Exclusions to the Property Insured under this Policy and in the absence of written notice by the company or the Insured to the contrary, the amount of insurance cancelled by loss is to be automatically reinstated as from the date of loss. The Insured undertakes to pay such premium which may be required for such reinstatement from that date.
- (4) Average Relief
If at the time of loss, the sum insured does not represent 85% of the Reinstatement Value, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- (5) Awnings and Blinds Clause
This policy extends to cover awnings, blinds, signs or other outdoor fixtures or fittings of any description up to a limit of S\$10,000.
- (6) Electrical Installation Clause 4B
Loss or damage by fire to the electrical appliances and installation insured by this policy arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning) included is covered subject to the terms and conditions of this policy, but it is expressly understood that no liability exists under this policy for loss or damage to any electrical machine, apparatus, fixture or fittings, or to any portion of the electrical installation, unless caused by fire or lightning.

- (7) Fire Extinguishment Costs
This policy extends to cover loss of or damage, subject to a limit of \$2,500, to the fire extinguishing appliances from cause other than those specifically excluded under the Exclusions. This extension is deemed to include the cost reasonably incurred of refilling the fire extinguishing appliances providing always that such cost is incurred as the direct result of the use of the fire extinguishing appliances for the extinguishment of fire endangering the safety of the insured Property. The company will not be liable for the first S\$50 of each and every loss in respect of refills.
- (8) Plate Glass
It is hereby declared and agreed that this policy covers breakage to fixed plate glass up to a limit of S\$5,000 any one loss and in the aggregate.
- (9) Professional Fees
It is hereby declared and agreed that the insurance provided under this policy covers architects, surveyors and consulting engineers' fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the Property insured consequent upon the destruction or damage by any cause other than those specifically excluded under the Exclusions up to a limit of \$5,000. This insurance shall not cover such fees for claims preparation.
- (10) Removal of Debris
This policy is extended to cover costs and expenses necessarily incurred by the insured in the:
1. Removal of debris;
 2. Dismantling or demolishing;
 3. Shoring up or propping;
- of the portion or portions of the Property insured by this policy destroyed or damaged by any cause other than those specifically excluded under the Exclusions for an amount not exceeding 10% of the sum insured.
- (11) Tenants Improvements
The insurance by this policy extends to include tenant's improvements and alterations to landlords Property in so far as the insured is responsible for.

CONDITIONS TO SECTION 1

1. In the event of damage to the Property insured, we will be liable for no greater proportion of the damage than the sum insured bears to 85% of the reinstatement or replacement cost of the Property insured on the day of commencement of the period of insurance or the cost of making good the damage, whichever is lower. However, if the settlement basis is on contract price of sales, the contract price shall replace the reinstatement or replacement cost or the cost of making good the damage for the purpose of determining underinsurance. Underinsurance will not apply if the amount of damage is less than 5% of the sum insured.
2. In the event of damage to the goods for sale which form part of the contents and we elect to take part of such goods at an agreed value, you may at your own expense stamp "salvage" on the merchandise or its containers or may remove the brands or labels provided such stamp or removal will not physically damage the merchandise and will not violate any requirements of laws.
3. During the period of two (2) weeks immediately before Christmas, Chinese New Year, Hari Raya Puasa and Deepavali as specified in the Gazette, we will automatically increase the sum insured shown in the schedule by 20%.

Section 2

Business Interruption

COVERAGE

We will pay you the stated amount per day shown in the schedule for the period your Business at the premises is interrupted or interfered with by any cause other than those specifically excluded under Section 1 occurring during the period of insurance subject to a maximum of 100 days. Payment under this section is conditional upon payment being made under Section 1 for the same event.

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Section 3

Money

COVERAGE

We will pay for loss of money occurring during the period of insurance, specifically:

1. Money in your premises during business hours secured in cash register, tills, locked drawers or locked safe;
2. Money in transit anywhere in Singapore to or from your premises while in your personal custody or the custody of your authorised persons. Money in transit shall include money drawn as wages and/or salaries and carried by you and/or your authorised persons while in the premises until paid out provided that our liability for money not paid out on the day of withdrawal from the bank will be limited to 40% of the withdrawal;
3. Money in your premises after business hours secured in locked drawers or locked safe.
4. Money in your personal custody or the custody of your authorised persons while contained in your/their private residences. However, our liability in this respect shall cease at bank opening time on the next bank business day or after 36 hours, whichever is the earlier.

The limits we will pay for each of the above defined events are shown in the Schedule.

SPECIFIC EXCLUSIONS UNDER SECTION 3

We do not pay for:

1. Loss due to error or omission in receipts, payments or accounting or due to depreciation in value or the use of counterfeit money;
2. Loss from or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by you or any person in your service;
3. Loss of money entrusted to professional money order carriers or to any person other than yourself or your authorised employees;
4. Money in vending, gaming and amusement machines;
5. Money in unattended vehicles;
6. Loss of money from locked drawers and/or safes following the use of keys and/or combination numbers unless such keys and/or combination numbers have been obtained by threats or violent means;
7. Mysterious disappearance or unexplained loss.

CONDITIONS TO SECTION 3

1. You must keep a daily record of the amount of cash and/or bank notes contained in your safe and/or drawer and such record must be deposited in a secure place other than the safe and/or drawer and must be produced as documentary evidence in the event of a claim arising under this section.
2. You must remove the keys and combination numbers to the locked drawer and/or safe from the premises after business hours or whenever the premises are left unattended.
3. During the period from three (3) days immediately before and two (2) days immediately after Christmas, Chinese New Year, Hari Raya Puasa and Deepavali as specified in the Gazette, we will automatically increase the sum insured shown in the Schedule by 50%.

Section 4

Personal Accident

COVERAGE

We will insure the Insured person for Injury suffered due to an Accident occurring anywhere in the world during the period of insurance shown in the Schedule. If the Injury results in any of the disabilities described in the Personal Accident Schedule, we will pay you the benefits in accordance with the Schedule subject to the terms, conditions, exclusions and limitations of the Policy.

SPECIFIC EXCLUSIONS UNDER SECTION 4

We do not pay for Injury (including death) or disability directly or indirectly resulting from:

1. Pregnancy, childbirth, miscarriage or any complications thereof;
2. Pre-existing defects or infirmity;
3. Self-inflicted injury, suicide or any attempt thereat, regardless whether you are sane, insane or under any mental distress;
4. Criminal or illegal acts committed by Insured Person(s);
5. Flying or any other aerial activities except as a fare paying passenger travelling in a commercial aircraft;
6. Mountaineering, rock climbing, racing of any kind (other than on foot), ice or winter sports, water ski, cable skiing, wake boarding, paragliding, underwater activities that require the use of underwater breathing apparatus and any other high risks activities that require a signed waiver of indemnity by the participant to be furnished to the entity whom provides the service or activity prior to commencement;
7. Your taking part in naval, air force or any military service or operations other than peacetime training and exercises as a full-time national serviceman, military personnel or NSman;
8. Your taking part in any professional sports or training for professional sports of any kind;
9. Illness or disease of any kind howsoever contracted, even if through injury. However, this exclusion shall not apply to disease directly resulting from medical treatment rendered necessary by an injury or to infection directly resulting from an injury;
10. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complexes and all illness or disease associated with the Human Immunodeficiency Virus (HIV) infection howsoever contracted, even if through injury.

CONDITIONS TO SECTION 4

1. All other payments under this section are payable only to the injured person. In the event of the death of the Insured Person(s), payment under this Section is payable to their estate.
2. In respect of each person covered under this section, the respective cover ends immediately upon the occurrence of any one of the following:
 - The Insured Person(s) dies
 - The Insured Person(s) reaches seventy (70) years of age
 - We pay benefits totalling the maximum benefits payable under this section
 - We or you cancel the insurance as set out under "Cancellation".
3. Death shall be presumed by reason of the person's disappearance following an Accident provided that:
 - one year has passed since the disappearance and we are satisfied, having examined all the evidence, that the insured person has died as a result of injury; and
 - a written undertaking is given to us that the death benefit paid will be immediately refunded to us if the person is subsequently found to be alive.
4. If an injury or a disability forms part of another injury or disability, either benefit, but not both, will be payable and the total benefits payable under the policy shall not exceed the applicable sum insured.

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PERSONAL ACCIDENT SCHEDULE

Scale of Benefits	
Permanent Disabilities	% of Sum Insured
Death or permanent total disability	100
Loss of one or more limbs	100
Loss of sight in one or both eyes	100
Loss of lens of one eye	50
Loss of hearing in both ears	75
Loss of hearing in one ear	15
Loss of speech	50
Loss of four fingers and thumb of one hand	50
Loss of four fingers of one hand	40
Loss of thumb (both phalanges)	25
Loss of thumb (one phalanx)	10
Loss of index finger (three phalanges)	15
Loss of index finger (two phalanges)	8
Loss of index finger (one phalanx)	4
Loss of middle finger (three phalanges)	10
Loss of middle finger (two phalanges)	4
Loss of middle finger (one phalanx)	2
Loss of ring finger (three phalanges)	8
Loss of ring finger (two phalanges)	4
Loss of ring finger (one phalanx)	2
Loss of little finger (three phalanges)	7
Loss of little finger (two phalanges)	3
Loss of little finger (one phalanx)	2
Loss of all toes of one foot	17
Loss of great toe (two phalanges)	5
Loss of great toe (one phalanx)	2
Loss of other toe (one or more phalanges)	3

Section 5 Public Liability

COVERAGE

We will indemnify you for all amounts which you become legally liable to pay as compensation for Accidental bodily injury to others and/or Accidental damage to property of others occurring anywhere within Singapore during the period of insurance and in connection with your Business as defined in the Schedule. We will also indemnify you for legal costs recoverable by any claimant against you and costs and expenses incurred with our written consent.

Our liability for any one period of insurance in respect of claims for compensation, legal costs and expenses recoverable from you by any claimant and all legal costs and expenses incurred by us or by you with our written consent and shall not exceed the limit of indemnity shown in the Schedule.

EXCESS

- S\$250 Each and every claim with regard to all other claims
- S\$500 Each and every claim with regard to water damage

SPECIFIC EXCLUSIONS UNDER SECTION 5

We do not cover you under this section against:

- liability assumed by you by agreement and which would not have attached in the absence of such agreement;
- bodily injury to or illness of your employee caused by Accident or disease arising out of and in the course of their employment;
- loss of or damage to property:
 - belonging to you; or
 - under your charge, care, custody or control; or
 - being that part of any property on which you or any of your employees or agents are or have been working if that loss or damage results directly from such work;
- loss of or damage to property caused by bursting of any pressure part of:
 - any steam boiler or any economizer;
 - any vessel, apparatus or machine intended to operate;
- liability arising out of vibration or by the removal of weakening support;
- liability directly or indirectly occasioned by or through or in consequence of pollution or contamination;
- liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment given or administered or omitted by you or any person acting on your behalf;
- Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complexes and all illness or disease associated with the Human Immunodeficiency Virus (HIV) infection howsoever contracted, even if through injury;
- liability arising from or in connection with defective materials or workmanship;
- liability arising out of defective sanitary arrangements;
- liability arising from the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle licensed for road use or for which a certificate of motor insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer of the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare;
- liability arising from:
 - any vessel or craft or aircraft not specified in the Schedule under the heading of plant owned or possessed by you or on your behalf or the loading or unloading thereof;
 - any lift, elevator, hoist or crane owned or used by you or for the maintenance of which you are responsible unless specified in the Schedule under the heading of plant;

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- Accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring;
- any commodity, article or thing supplied, repaired, altered or treated by you or to your order and happening elsewhere than at your premises.

EXTENSIONS TO SECTION 5

(1) Advertising & Neon Signs

It is hereby declared and agreed that the policy shall extend to cover your legal liability arising out of Accident caused by or through the advertising / neon sign installation which is Property belonging to you.

(2) Food & Beverage Extension

The cover provided under this section includes your legal liability, subject to an aggregate limit of S\$250,000, for bodily injury or illness directly caused by food or drink poisoning or the presence of deleterious matter in such food or drinks or the defective container of such food or drinks and occurring at the premises only. However, we will not be liable to you under this cover unless you shall at all times take every possible precaution to prevent the sale of food or drinks which are not in good condition and ensure that the same are free from contamination and fit for human consumption.

The indemnity provided by this section shall not apply in respect of judgments' which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore.

(3) Loading & Unloading of Vehicles

This policy is extended to cover the legal liability, subject to an aggregate limit of S\$10,000, of the insured in respect of any bodily injury or loss or damage to property caused by or arising from beyond the limits of any carriageway or thoroughfare in connection with:

1. The bringing of the load to such vehicles for loading thereon;
2. The taking away of the load from such vehicle after unloading by the insured's employees.

Provided always that the liability of the company under this Policy and endorsement shall not in any way increase the limit of liability under the terms of the Policy.

(4) Tenant's & Occupier's Liability

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy is extended to indemnify the insured against liability in respect of Accidental damage to the premises specified in the Schedule occupied by the insured as tenants for the purpose of the Business.

The exclusion of property in the charge or under the control of the insured or any servant of the insured shall not apply in the event of or damage to premises (or fixtures or fittings thereof) hired, leased or rented to the insured.

This insurance further extends to cover the insured's legal liability as occupiers of the premises.

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

The liability of the company under this Policy and endorsement in respect of bodily injury or loss or damage to property shall not in any case exceed a limit of \$100,000 for which the Insured is legally liable to pay.

Section 6

Work Injury Compensation Act 2019 Insurance

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

2. INTERPRETATION

- (1) References to "Act" in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time.
- (2) References to "the Legislation" in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.
- (3) Words used in the Policy have the meanings given by the Legislation.
- (4) References to "Terms of this Policy" mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act.
- (5) The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy.
- (6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule.
- (7) The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule.
- (8) References to "Relevant Injury" in this Policy mean death or personal injury —
 - (a) sustained by an employee that is caused by an accident that —
 - (i) arises out of or in the course of the employee's employment with the Insured; and
 - (ii) occurs during the Period of Insurance; or
 - (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee's employment with the Insured during the Period of Insurance.
- (9) References to "the employee's employment with the Insured" in this Policy include work done by the employee for another person while the employee's services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).
- (10) References to "earnings" have the meaning given by the Act.
- (11) References to "Estimated Annual Earnings" in this Policy mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other employers and known to the Insured) during the 12 months starting on the Commencement Date of the Policy.
- (12) References to "Past Annual Earnings" of the Insured in this Policy mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the 12 months immediately before the Commencement Date of the Policy.
- (13) A word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

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3. WHEREAS the Insured is carrying on the Business described in the Schedule, and has (a) submitted a Proposal to the Company for the insurance under this Policy and (b) paid or agreed to pay the premium stated in the Schedule as consideration for such insurance, this Policy incorporates the Schedule and the Proposal, which shall be read together as one contract.

4. NOW if any employee described in the Schedule in the Insured's employment has a Relevant Injury the Company will, subject to the Terms of this Policy, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.

5. In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall observe, comply with, fulfil and be subject to the Terms of this Policy as though they were the Insured insofar as the Terms of the Policy can apply.

6. PROVIDED ALWAYS that —

- (a) In the event of any change in the Legislation the Company reserves the right to cancel this Policy in accordance with clause 10(10) of this Policy or allow the Policy to remain in force and charge reasonable additional premium therefor;
- (b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.

7. JURISDICTION

- (1) This Policy is governed by the laws of the Republic of Singapore.
- (2) The indemnity under this Policy does not apply in respect of judgments delivered by or obtained from a court or tribunal of a jurisdiction outside Singapore.

8. RECOVERY FROM INSURED

- (1) Where the Company pays any amount under this Policy that an Insured is liable to pay under the Legislation, the Company shall have the right to recover from the Insured —
 - (a) where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by the Company which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated material facts;
 - (b) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim;
 - (c) where the Insured breaches any obligation under clause 10 of this Policy, the amount paid by the Company on behalf of the Insured which is attributable to that breach.
- (2) For the avoidance of doubt —
 - (a) material facts under clause 8(1)(a) of this Policy include but are not limited to the Nature of the Business or Job Category or Category of Employee required to be stated in the Schedule;
 - (b) clause 8(1)(a) of this Policy does not confer any right of recovery where the amount paid is in relation to the employee's activities that are incidental to the Job Category or Category of Employee stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category or Category of Employee stated in this Schedule.

9. EXCEPTIONS

- (1) The Company shall not be liable in respect of —
 - (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
 - (b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (ii) any act of terrorism including but not limited to —
 - (A) the use of threat of force, violence; and/or
 - (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy.
 - (d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from —
 - (i) nuclear weapons material; or
 - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;
 - (f) any claims based upon or arising out of asbestosis and mesothelioma.
- (2) Clause 9(1)(d) of this Policy does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

10. CONDITIONS

- (1) In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Policy.
- (2) The Policyholder warrants and shall be deemed to have the authority to enter into this Policy either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorized by all other Insured under this Policy to make such declarations or disclosures as the Company requires on their behalf.

On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy.
- (3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- (4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.

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- (5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation.
- (6) Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
- (7) No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company.
- (8) The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as the Company may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation.
- (9) The Insured must notify the Company immediately if the Nature of the Business or Job Category or Category of Employee as described in the Schedule has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the changes in the Nature of the Business or Job Category or Category of Employee and the date of the change.

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

- (10) The Company may cancel this Policy by giving 14 days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of \$50 by the Insured.

The Insured may cancel this Policy by giving 7 days' written notice to the Company and provided no claim has arisen during the period during which the Policy had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which the Policy had been in force subject to any adjustment of premium required by the Terms of this Policy and subject to a minimum premium payment of \$25 by the Insured.

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

11. DATA GOVERNANCE

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

- (a) workforce size and aggregated payroll for all, or any class of employees;
- (b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.

- (2) The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to the Policy to the Insured's insurance intermediaries and the Company's authorized agents and service providers) for purposes relating to or incidental to the Insured's claims under the Policy or in accordance with the Legislation

12. PREMIUM ADJUSTMENT AND DECLARATION OF EARNINGS

- (1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.
- (2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of \$50 by the Insured.
- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.
- (4) The Insured shall without demand and within a month after the end date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

13. UNDERINSURANCE AND AVERAGE CONDITION

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

14. PREMIUM PAYMENT WARRANTY

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

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15. POLICY OWNERS' PROTECTION SCHEME

This Policy is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Policy under the Policy Owners' Protection Scheme is automatic and requires no further action from the Insured. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the Company or visit SDIC website (<https://www.sdic.org.sg/>).

16. NO AVOIDANCE OF COMPULSORY TERMS

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

Section 7

Fidelity Guarantee

This section is only applicable if indicated in your Schedule.

COVERAGE

We will pay you in accordance with the basis of settlement for any direct pecuniary loss caused by acts of fraud or dishonesty committed by the employee named and/or described in the Schedule provided that the fraud or act of dishonesty is discovered:

1. during the period of insurance; or
2. within 3 months immediately after the expiry or termination of this Policy; or
3. within 3 months after the termination of the employee's employment for whatever cause; whichever is the earliest.

BASIS OF SETTLEMENT

Subject to the sum insured and limits shown in the Schedule, the basis of settlement will be:

For loss involving physical property other than money, we will at our option:

- pay for the cost necessary to reinstate or replace the lost property with another of similar age and condition;
- physically replace the damaged contents with another of similar age and condition; For loss of money, we will pay the amount of your loss.

SPECIFIC EXCLUSIONS UNDER SECTION 7

1. We will not be liable to make any payment under this section if:
 - the nature of your business has changed;
 - the duties or occupations of your employee have changed;
 - precautions and checks for securing accuracy of accounts are not duly observed.
2. We will also not pay for:
 - loss discovered during stock taking or routine stock checks unless you can clearly establish that an act of fraud or dishonesty has been committed by the employee (s);
 - more than one claim in respect of any act of fraud or dishonesty by any one employee;
 - loss caused by a person who is known to have committed fraudulent or dishonest acts.

CONDITIONS TO SECTION 7

1. On discovery of any act of fraud or dishonesty committed by your employee or of reasonable cause for suspicion thereof, you must make a police report immediately of such act or dishonesty and take all practical steps to bring about prosecution or conviction of the employee involved.
2. On discovery of any act of fraud or dishonesty committed by your employee or of reasonable cause for suspicion thereof that may give rise to a claim under this section, you must within 7 days give us written notice. Knowledge on the part of any of your employees exercising supervision over the employees involved shall be deemed to be your knowledge.
3. In the event of a claim under this section, all your books of accounts and accountants' reports thereon shall be open to our inspection and you shall give all information and assistance to enable us to recover from the employee involved (or his estate) amounts which we shall have paid or become liable to pay under this section.
4. We will deduct from any amount payable under this section, value of property in your possession or held by you due to the employee involved in any act of fraud or dishonesty that would give rise or is likely to give rise to a claim under this Section.

Suite Selections

The following are only applicable if indicated in your Schedule.

Rental Expenses (Extension under Section 1)

It is hereby declared and agreed that in the event that the Situation is rendered uninhabitable by a loss covered under Section 1, we will indemnify you for:

1. Reasonable additional expenses for the rental of alternative premises;
2. Cost of temporary storage of equipment, furniture and other Contents; actually incurred by you during the period necessary for the reinstatement of the Situation up to a limit \$20,000.

Hospital Cash Benefit (Extension under Section 4)

It is hereby declared and agreed that if the Insured Person(s) is hospitalized in a government or government restructured hospital due to injury, we will pay the daily benefit of \$100 for each complete twenty four (24) hour period of hospitalization up to fourteen (14) days for any one Accident and in the aggregate. This benefit may be claimed only once per Insured Person(s) named in the Schedule per policy period.

Self Store Contents (Extension under Section 1)

This policy is extended to cover contents stored at Self-Store Facilities of class 1 construction with 24 hours security systems in place located anywhere in Singapore up to a limit of S\$5,000.

This extension is subject to the following conditions:

1. Self-store facilities must have the following security systems:
 - Twenty four (24) hour security guards;
 - Store entrance must be secured by access code system or similar;
 - CCTV ;
 - Heavy duty lock/s for Insured's own store.
2. However, we will not pay damage to your contents resulting from:
 - Deliberate act or neglect of yourself or that of your employee;
 - Faulty packing or storage;
 - Undisclosed faults or defects known to you or any of your employees at the time this insurance was arranged.

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Goods in Transit

This insurance extends to cover the Accidental loss or damage of your contents, subject to a limit of S\$2,000, during the period of insurance whilst in the course of transit within mainland Singapore by vehicle owned or hired by you. For the purpose of this section, course of transit shall mean between the commencement of loading of the contents onto the vehicle at the loading point and continues through the course of road transit until unloading at the final destination.

This extension is subject to the following Specific Exclusions:

- a) loss or damage arising from the use of any vehicle outside the normal course of your business;
- b) loss or damage arising whilst the vehicle is left unattended other than theft by violent and forcible means;
- c) loss or damage caused by your willful act or the willful act of any of your employees or any other person acting in connivance with you or your employees;
- d) loss or damage of manuscripts, plans, drawings or designs, patterns, models or moulds;
- e) loss or damage of curios or works of art in excess of \$200 each;
- f) securities, obligations or documents of any kind, stamps, money, books of account or other business books and computer system records;
- g) bullion or unset precious stones;
- h) unexplained losses, mysterious disappearance or loss due to clerical or accounting errors;
- i) glass or other brittle or fragile substances unless caused by fire or theft by violent and forcible means;
- j) items that are more specifically insured under another policy.

This extension is subject to the following conditions:

1. All vehicles conveying the contents shall be maintained in an efficient and roadworthy condition
2. You shall ensure that all loading and unloading shall be carried out with reasonable and proper packing, and/or lashing during transportation
3. When the vehicle containing your contents is left unattended, you shall ensure that:
 - All doors and the boot of the vehicle shall be locked and all windows and other openings shall be securely closed;
 - All protective appliances and locking devices are in working order and activated.

Basis of settlement applicable to this extension:

Subject to the sum insured and limits shown in the Schedule and any applicable excess, the basis of settlement will be:

1. Where the property has been damaged and cannot be economically repaired, we will, at our option:
 - Pay for the cost necessary to reinstate or replace the damaged property insured less depreciation taking into consideration its age, condition and remaining useful life as at the time of damage;
 - Where the property insured has been damaged and can be economically repaired, we will pay the cost necessary to repair the damaged property insured to a condition substantially the same as, but not better or more extensive than, its condition at the time of the damage.

Deterioration of Stock (For TM Dining Suite Only)

The cover provided under Section 1 shall extend to cover damage or deterioration of your stock-in-trade up to a limit of \$1,000 kept in refrigerating equipment insured under Section 1 that is not older than 6 years at the Situation as a result of:

1. the accidental damage to refrigerating equipment;
2. disruption of public electricity supply;
3. escape of refrigerant gas.

This cover is subject to a time excess of twenty-four (24) hours and conditional upon your maintaining all refrigerating equipment in good working order and taking reasonable precautions to keep it in a proper state of repair at all times.

However, we will not pay damage or deterioration of your stock-in-trade resulting from:

1. deliberate act of the power supply authority including the withholding or restricting of power by such authority;
2. your deliberate act or neglect or that of your employee;
3. the imposition of abnormal condition during testing, intentional overloading or experiments;
4. faulty packing or storage, inherent defects, contamination or disease;
5. undisclosed faults or defects known to you or any of your employees at the time this insurance was arranged.

Except for the changes made under this extension, all other terms and conditions of your Policy remain unchanged and continue to apply.

General Exclusions (Not Applicable to Section 6)

1. This Policy does not cover loss, damage or liability directly or indirectly resulting from:
 - war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection or military or usurped power, invasion or acts of foreign enemy;
 - use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
 - lawful seizure, detention, confiscation or nationalisation or requisition or destruction of property by or under the order of any government or public or local authority;
 - act of terrorism which includes any act or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:
 - involves violence against one or more person; or
 - involves damage to property; or
 - endangers life other than that of the person committing the action; or
 - creates a risk to health or safety of the public or a section of the public; or
 - is designed to interfere with or to disrupt an electronic system;
 - any action in controlling, preventing, suppressing, retaliating against or responding to any act of terrorism;
 - asbestos in whatever form or quantity;
 - the failure or inability of any computer, electronic equipment, data processing or media, embedded chip, integrated circuit or similar device or firmware or any computer software, whether or not the property belongs to you occurring at any time to:
 - correctly recognise any date as its true calendar date;
 - capture, save, retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;

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- capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
2. Except as specifically provided otherwise, this Policy does not cover:
 - consequential loss of any kind;
 - legal liability to pay compensation;
 - fines, penalties or exemplary damages whatsoever.
 3. Damage covered under this Policy shall mean physical damage to the substance of property, physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently, the following are excluded from this Policy:
 - loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of shall be covered;
 - loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

General Conditions (Not Applicable to Section 6)

Applicable law

This Policy will be governed by the laws of the Republic of Singapore.

Complying with policy conditions

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by you and the truth of the statements and answers in any application/proposal form and of evidence required from you in connection with this insurance shall be conditions precedent to our liability to make any payment under this Policy.

Dishonesty

Any fraud, mis-statement or concealment either in the application on which this insurance is based, or in relation to any other matter affecting this insurance, or in connection with the making of any claim, shall render this insurance null and void and no benefits shall be payable or any benefit paid under a claim is to be returned to us.

Reasonable care and maintenance

You must at all times take reasonable care:

1. to prevent loss, damage, injury or legal liability;
2. to maintain the Property insured and premises in sound condition, particularly to minimise or avoid theft, loss, damage, injury or legal liability;
3. to comply with all laws, regulations and public authority requirements;
4. to minimise any loss or damage.

No liability

We shall not be liable to make any payment under this Policy if:

1. any change is made to the premises or in the occupancy thereof or in the conditions of the risk as existing at the time of our acceptance of this insurance whereby the risk of loss, damage or Accident is increased; or

2. your interest ceases except by death or operation of the law unless and until we shall by endorsement declare the insurance to be continued.

Claims procedure

As soon as you become aware of any occurrence which may result in a claim under this Policy, you must at your own expenses:

1. advise us as soon as possible how the loss, damage, injury or liability occurred. Thereafter, to make a claim under this Policy, please ask for a claim form from our General Accident Claims Department. The claim form must be filled in and sent to us at our registered address as soon as possible but no later than three (3) months from the date of the occurrence. Failure to do so may affect your claim;
2. immediately report to the police of any malicious damage, theft, attempted theft or loss of the Property insured;
3. immediately send us any claim, writ of summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest you receive or become aware of;
4. as far as possible preserve any damaged Property until we have had an opportunity to inspect them;
5. take all reasonable action to recover lost, stolen Property and minimise your claim;
6. give us all the information, proof and assistance we require to prosecute, defend or settle your claim. When you make a claim for loss or damage to anything insured under this Policy, you must provide proof of ownership and value of your loss or claim in the form of invoices, receipts, valuations or photographs.

You must also not:

1. admit liability for, or offer or agree to settle any claim without our prior written consent;
2. authorise the repair or replacement of anything without our prior written consent unless for safety reasons or to minimise or prevent further imminent loss, damage, injury or liability.

When advised of a loss or damage to the Property insured, we or anyone appointed by us may enter the premises, take or keep possession of the Property insured as we may reasonably require for the purposes of our investigation. If we accept liability for the loss we may sell or dispose of the Property insured in a reasonable manner. However, you are not entitled to abandon the premises or Property insured to us. Our entering the premises, taking or keeping possession of the Property insured shall not be construed as having admission of liability nor will it affect any of your obligation under this Policy.

Taking over conduct

In the event of a claim under Section Five (5), we may take over and conduct in your name any defence or settlement of any claim and we will have full discretion in the conduct of any proceedings in connection with the claim.

We may pay you the sum insured or limit of indemnity under the applicable section or any lesser amount for which a claim or claims under that section may be reasonably settled. After we have paid you, we will no longer be liable for the claim(s) for future conduct of the claim(s) except for costs and expenses incurred up until the time we agreed to pay.

Physical examination and autopsy

In respect of a claim under Section Four (4), at our own expense, we shall have the right and opportunity to examine the insured person when and as often as it may reasonably required whilst a claim under this policy is pending and to make an autopsy, where it is not forbidden by law, in the case of death.

Other insurance

You must, in the event of a claim, advise us of any other insurance that you have covering the same risk or event.

TM Business Suite

Bespoke Insurance Solutions

Contribution

Where you have other insurance covering the same risk or event and that provides benefits for medical expenses and/or mobility aid, we will pay only that part of the claim which is in excess of the amount recoverable or recovered from such other insurance policy, subject to the respective limits under this policy.

Subrogation

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery against any person or organisation and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall take no action after the loss to prejudice such rights.

Recovery

If you recover or find any lost or stolen Property insured for which we have paid a claim, you must inform us immediately and give us the recovered or found Property insured if we request you so to do.

Legal actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of twelve (12) months from the date of our rejection of a claim.

Cancellation

We may cancel this Policy at any time by giving seven (7) days' written notice delivered to you or mailed to your last address shown by the records of the company stating when thereafter such cancellation shall be effective. In the event of such cancellation, we will return promptly the pro rata unearned portion of any premium actually paid by you.

You may also cancel this policy at any time if there is no claim on the policy by giving seven (7) days' written notice delivered to us stating when thereafter such cancellation shall be effective. In the event of such cancellation, we will compute the earned portion of any premium actually paid by you based on our short period rate and return promptly the unearned portion. Cancellation of the Policy shall be without prejudice to any claim originating prior thereto.

Arbitration

All differences arising out of this policy shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force.

Rights of third parties

A person who or an entity that is not a party to this Policy shall have no right to enforce any terms of this Policy notwithstanding the Contracts (Rights of Third Parties) Act 2001.

Condition Precedent

The validity of the 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;
- C. 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
- D. 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.

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\$25.00.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the company (or the intermediary through who this Policy was effected) within the period of insurance.