

# **HomeBliss**

## **Important Notice**

- 1. STATEMENT Pursuant to Section 25(5) of the Insurance Act (or any subsequent amendments thereof) We would remind you that you must disclose to us fully and faithfully the facts you know or ought to know otherwise you may not receive any benefits from your Policy.
- Please note that this insurance is subject to the premium being paid and received in full by the Company
  - a. before the inception date where the Policy is issued to an Individual; or
  - b. within the period specified in the Premium Payment Warranty applied to the Policy in all other instances,

failing which there will be no liability under this cover.

This is Your Sompo HomeBliss insurance policy ("**Policy**"). This Policy document, the Certificate of Insurance and any further endorsements form the contract of insurance and will tell You what is covered and the conditions of cover.

To enjoy the benefits of the Policy, You must have made full payment of the premium and have received a Certificate of Insurance.

All information, statements and/or declarations made by You at the time of the application, whether by telephone, fax, email or online, will form part of the contract of insurance.

You should read this Policy document carefully and keep this document for Your own reference.

## **DEFINITIONS**

In this Policy or the Schedule, the following words will have the meanings given below.

### **Accident / Accidental**

A sudden, unexpected identifiable event which happens during the Period of Insurance and which must be the only cause of injury or property damage.

## Act of terrorism

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

### **Bodily Injury**

Damage or harm to the body caused by an external force, directly and solely due to an Accident, and does not include damage or harm due to any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

## Child / Children

Dependent unmarried and unemployed natural children, legal step-children and legally adopted children of the Insured who are aged 6 months and above but below 21 years old. For Children enrolled as full-time students in tertiary institutions, the age limit will be extended to 25 years old (inclusive).

### **Domestic Helper**

A person employed by the Insured or any of his Family Members for domestic duties and who resides in the Insured Dwelling.

## Family Member(s)

Any of the Insured's family relations who permanently reside in the Insured Dwelling, but excluding tenants, boarders, lodgers or paying guests.

### **HDB**

Housing and Development Board.

#### **Household Contents**

Any physical and moveable household items and Personal Effects belonging to the Insured and/or his Family Members including those belonging to the landlord for which the Insured is responsible except for:

- 1. property specifically insured under another policy;
- 2. motor vehicles and accessories, pedal cycles, PAB, PMA, PMD, watercraft, mechanically propelled vehicles/devices, drones and/or other aerial devices;
- 3. Money, deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals, contact lenses and hearing aids unless specially mentioned herein;
- 4. mobile phones, computers, digital tablets, laptops and any other portable devices;
- 5. any part of the structure or ceilings of the Insured Dwelling, wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers;
- 6. any property the value of which is included in the Total Sum Insured on Building, Renovations, Fixtures and Fittings;
- 7. landlord's fixtures and fittings (where the Tenant is the Insured);
- 8. any item that does not belong to the Insured and/or his Family Members but which the Insured and/or his Family Members have control over or are looking after;
- 9. any item or property used, owned or held in trust in connection with any business profession or trade; and
- 10. livestock and pets.

### **Infectious Disease**

Final and confirmed diagnosis of any of the following infectious diseases, as defined by internationally accepted medical diagnostic criteria, by a Registered Medical Practitioner, supported by acceptable clinical, radiological, histological and laboratory evidence:

- (a) Severe Acute Respiratory Syndrome (SARS);
- (b) Dengue Fever / Dengue Haemorrhagic Fever;
- (c) Variant Creutzfeldt-Jakob Disease (vCJD) or 'Mad Cow Disease';
- (d) Nipah Viral Encephalitis;
- (e) Japanese Viral Encephalitis;
- (f) Malaria;
- (g) Pulmonary Tuberculosis;
- (h) Measles;
- (i) Rabies;
- (j) Melioidosis;
- (k) Hand, Foot and Mouth Disease (HFMD);
- (I) Avian Influenza or 'Bird Flu' due to Influenza A viral strains H5N1, H9N2 or H7N7;
- (m) Chikungunya Fever;
- (n) Influenza A viral strain H1N1;
- (o) Zika Virus.

### **Insured Dwelling**

- (a) The apartment, condominium, cluster housing or HDB flat which includes the building structure based on the standard specifications by the property developer or HDB (but not the foundations and drains), located at the Location of Risk as described in the Schedule. It shall exclude all common areas and/or facilities that are provided by the property developer or HDB for common use or such areas and/or facilities that are under the care of the Town Council or MCST; or
- (b) The landed property located at the Location of Risk as described in the Schedule, which includes the building structure which is built of brick, stone or concrete and roofed with concrete, tiles or slates and/or other incombustible materials (but not the foundations and drains), together with the garages, outbuildings, hard courts and in-ground pools, drive paths, patios, terrace, landscaping and the walls, gates and fences and other private areas at the same Location of Risk.

## Insured Perils refers to the following:

- 1. Fire, lightning, or explosion.
- 2. Impact by aircraft or other aerial devices or any article dropped from them.
- 3. Bursting or overflowing of domestic water tanks, apparatus or pipes within the Insured Dwelling (but excluding the damage to the domestic water tanks, apparatus or pipes and expenses for tracing the source of the leak), provided that the Insured Dwelling has not been left unoccupied for a consecutive period of 30 or more days at the time of loss, subject to an excess of S\$100 for each and every such occurrence.
- 4. Theft or attempted theft accompanied by forcible and violent breaking into or out of the Insured Dwelling, provided that the Insured Dwelling has not been left unoccupied for a consecutive period of 30 or more days at the time of loss.
- 5. Impact by any road vehicle that does not belong to nor is under the control of the Insured or any of his Family Members.
- 6. Earthquake or volcanic eruption, including flood or overflow of the sea arising from such occurrence.
- 7. Hurricane, cyclone, typhoon or windstorm, including flood or overflow of the sea arising from such occurrence, except for damage to any Insured Dwelling in the course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils), subject to an excess of S\$100 for each and every such occurrence.
- 8. Falling television or radio antennae, antennae fittings, masts, towers or solar heating panels.
- 9. Falling trees or branches except for loss or damage caused by felling or trimming of trees by or on the Insured's behalf.
- 10. Riots, civil commotion or strikes or persons taking part in labour disturbances.
- 11. Malicious damage, loss of or damage to property insured directly caused by the malicious acts of persons, whether or not such acts is in the course of a disturbance of public peace, except for loss or damage occurring whilst the Insured Dwelling is left unoccupied for more than 30 consecutive days.
- 12. Subsidence or landslip caused by flood only, subject to an excess of S\$10,000 or 10% of claim cost whichever is greater for each occurrence.
- 13. Damage to the Insured Dwelling (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in the Insured Dwelling.

### Limb

Hand at or above the wrist or foot at or above the ankle.

### Loss

In the Table of Benefits under Section 4 of this Policy, "Loss" means permanent and total functional disability or loss by complete and permanent physical severance that is beyond remedy by surgical or other medical treatments.

# **Loss of Hearing**

Medically certified permanent, total and irrecoverable loss of the sense of hearing.

### Loss of Sight

Physical loss of an eye, or permanent, total and irrecoverable loss of sight in an eye, which shall be considered as having occurred in that eye if the degree of sight remaining in that eye after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 metres what you should see at 60 metres) as confirmed by a fully qualified Ophthalmic Specialist.

### Loss of Speech and Hearing

Medically certified permanent, total and irrecoverable loss of the senses of both speech and hearing.

#### Loss of Use

Permanent, total and irrecoverable loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured.

### **MCST**

Management Corporation Strata Title.

### Money

Currency notes and coins belonging to You, Your Family Member and/or Domestic Helper.

#### **Period of Insurance**

The coverage period shown in the Schedule, and any further coverage period for which the Insured has paid additional premium.

### **Permanent Total Disablement**

Disability which, in the opinion of a Medical Practitioner, entirely prevents the Insured Person from attending to any business, occupation of any and every kind and for which there is no prospect of improvement or recovery or, if the Insured Person has no business or occupation, from attending to the Insured Person's usual duties for the remainder of the Insured Person's life.

## Personal Effects

Articles of personal use designed specifically to be worn or carried on the person such as clothing, jewellery, watches & camera equipment but excluding Money, mobile phones, any portable devices such as laptops and digital tablets, pedal cycles, PAB, PMA, PMD, and/or any mechanically propelled vehicles/devices, aerial devices/drones and any items which are used in connection with any business profession or employment. Any item that is insured under a separate policy is also excluded.

## Power-Assisted Bicycle (PAB)

PAB as defined in the Active Mobility Act 2017 of Singapore.

## Personal Mobility Aid (PMA)

A mobility device with at least 3 wheels (whether motorized or otherwise) that a physically-handicapped person uses to travel. This includes wheelchairs and mobility scooters, but excludes motor vehicles capable of being licensed under the Road Traffic Act.

## **Personal Mobility Device (PMD)**

PMD as defined in the Active Mobility Act 2017 of Singapore.

## Renovations, Fixtures and Fittings

Any installations and additions made within the Insured Dwelling in the form of fixtures and fittings, except those supplied by the developer of the Insured Dwelling. This includes flooring, air-conditioners, built-in wardrobes and kitchen cabinets, but does not include any part of the Insured Dwelling itself.

### **Town Council**

Autonomous legal entity formed under the Town Councils Act of Singapore.

#### **Valuables**

Jewellery, watches, antiques, paintings, furs, works of art, curios, stamps or coin collections, items of gold, silver, platinum or other precious metals and other collectible property.

We, Our, Us and the Company means Sompo Insurance Singapore Pte. Ltd.

You, Your and Yours means the Insured Person(s) named in the Schedule.

#### Standard Home Cover

Covers loss or damage caused by an Insured Peril.

### **Enhanced Home Cover**

Covers loss or damage caused by an Insured Peril or Accident.

## **DESCRIPTION OF BENEFITS**

The following Sections will attach to and form part of the Policy only when so specified on the Schedule.

## SECTION 1 - BUILDING, RENOVATIONS, FIXTURES AND FITTINGS

We will indemnify You to the extent of Your insurable interest, against loss or damage to the Insured Dwelling and/or its Renovations, Fixtures and Fittings in accordance with the plan type specified in the Schedule.

## **Limits of Indemnity for Section 1**

Our maximum total liability for all claims (including Extensions) in respect of Section 1 shall be the Sum Insured specified in the Schedule for Section 1.

### Extensions to Section 1

### 1. Capital Additions Clause

We will cover alterations, additions and improvements to the Insured Dwelling subject to an amount not exceeding 10% of the Sum Insured for Section 1.

# 2. Damage to Security System

We will cover loss or damage to the security system up to S\$500 as a result of theft or attempted theft at the Insured Dwelling.

## 3. Professional Fees Clause

We will cover architects', surveyors', consultants' and/or legal fees necessarily incurred due to an Insured Peril, as prescribed by the respective professional institutes but excluding any fees incurred in preparing a claim up to 10% of the Sum Insured for Section 1.

## 4. Public Authorities Clause

We will cover any additional cost of reinstatement to the Insured Dwelling which may be incurred solely due to the need to comply with any statutory Acts, Regulations or other legal requirements up to 10% of the Sum Insured for Section 1, but excluding:

- (a) the cost incurred in complying with any of the aforesaid Acts, Regulations or other legal requirements
  - i. in respect of destruction or damage occurring prior to the granting of this Extension;
  - ii. in respect of destruction or damage not insured by the Policy;

- iii. in respect of which notice has been served upon the Insured prior to the happening of the destruction or damage;
- iv. in respect of undamaged property or undamaged portions of the property;
- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen;
- (c) the amount of any rate, tax, duty, development or other charge or assessment which may be payable in respect of the Insured Dwelling or by the owner thereof by reason of compliance with any of the aforesaid Acts, Regulations or other legal requirements.

### 5. Mobility Enhancement

If within the Period of Insurance You or Your Family Member(s) suffer:

- (a) Permanent paraplegia or quadriplegia;
- (b) Loss of Sight in both eyes; or
- (c) Loss of Hearing in both ears

due solely to an Accident, and the disability is certified in writing by a Registered Medical Practitioner,

We will cover the necessary cost of modifying the Insured Dwelling up to 10% of Section 1 or S\$5,000 whichever is the lower, to aid mobility within the Insured Dwelling.

## **SECTION 2 - CONTENTS**

We will indemnify You to the extent of Your insurable interest, against loss or damage to Household Contents and Valuables belonging to You and/or any of Your Family Members within the Insured Dwelling in accordance with the plan type specified in the Schedule, subject to an excess of S\$100 for each and every claim unless such claim is due to or arising from an Insured Peril.

# **Limits of Indemnity for Section 2**

Our maximum total liability for all claims (including Extensions) in respect of Section 2 shall be the Sum Insured specified in the Schedule for Section 2.

Our maximum liability for loss or damage to Valuables shall be:

- 1. S\$2,500 for any one article unless specially agreed and specified in the Schedule; and
- 2. one-third of the Sum Insured for Section 2 for all articles in the aggregate unless specially agreed and specified in the Schedule.

## **Extensions to Section 2**

## 6. Identity Fraud Expenses (NOT applicable where the Policy is issued to a corporate entity)

- (a) Subject to the conditions below, We will cover Identity Fraud Expenses incurred by You and/or Your Family Member(s) due to a third party (who is not a member of Your family) unlawfully using Your identity and/or that of Your Family Member(s) during the Policy Period.
- (b) We will pay Identity Fraud Expenses:
  - i. For *Standard Home Cover*: up to 10% of the Sum Insured for Section 2 Contents subject to a maximum aggregate sum of S\$2,500 for any one policy year; or
  - i. For Enhanced Home Cover: up to 10% of the Sum Insured for Section 2 Contents subject to a maximum aggregate sum of S\$7,500 for any one policy year.
- (c) Identity Fraud Expenses refer only to the following expenses reasonably incurred by You or Your Family Members with Our prior written approval:
  - i. reasonable lawyers' fees and disbursements directly related to:
    - i. The defence of any legal proceedings by businesses or their collection agencies.

- ii. Legal proceedings undertaken to challenge, remove, vary or set aside any criminal or civil judgments entered against You or Your Family Members, including any changes or variation to the information regarding their respective consumer credit report.
- ii. costs of notarising or certifying affidavits and other necessary documents, including the costs of sending all necessary affidavits and documents to law enforcement agencies, financial institutions, credit agencies or similar entities.

## but shall exclude the following:-

- i. Any expenses incurred 6 months or more after the expiry of the Policy Period;
- ii. Any claim arising from acts or incidents occurring before the commencement of the Policy;
- iii. Any claim arising from or related directly or indirectly to You or Your Family Member(s)' business activities:
- iv. Any claim arising from or related directly or indirectly to any fraudulent, dishonest or criminal act by You or Your Family Members or their authorized representatives.

## 7. Loss or Damage to Mobile Phones, Computers, Laptops and Other Portable Devices

We will cover loss of or damage to mobile phones, computers, laptops and other portable devices caused by an Insured Peril at the Insured Dwelling, up to the limits as stated below:

Item	Maximum Limit Payable	
Computers and/or laptops	Up to S\$1,500 each item; and Up to S\$3,000 in aggregate per policy year	
Mobile phones, digital tablets and other portable devices	Up to S\$500 per item; and Up to S\$1,500 in aggregate per policy year	

## 8. Loss or Damage to Pedal Cycles

We will cover loss of or damage to pedal cycles caused by an Insured Peril at the Insured Dwelling, up to \$\$500 in aggregate per policy year. This excludes any motor-assisted pedal cycles.

# Extensions applicable to Section 1 and/or Section 2 (depending on Plan type)

The following extensions will apply to:

- Section 1 (if You have chosen policy plan type Solution C);
- Section 2 (if You have chosen policy plan type Solution B);
- Sections 1 and 2 (if You have chosen policy plan type Solution A)

### 9. Cash Relief

If our appointed assessor assesses the Insured Dwelling to be uninhabitable for at least 5 days due to loss or damage caused by an Insured Peril, We will pay You S\$750 per occurrence. This benefit is payable only if You are usually residing at the Insured Dwelling.

## 10. Cost of Replacement for Locks and Keys

We will cover the cost of replacing locks and keys of all external doors of the Insured Dwelling following a breakin, up to S\$750. This extension excludes the replacement of any digital and/or smart locks.

## 11. Fire Extinguishing Expenses

We will cover the cost of replenishing or replacing fire-fighting appliances up to 10% of the Sum Insured for Sections 1 and 2 or the amount of loss, whichever is lower, provided such costs result directly from the extinguishment of fire at the Insured Dwelling.

### 12. Loss of Rent and Additional Expense of Alternative Accommodation

If the Insured Dwelling becomes uninhabitable due to an Insured Peril, We will indemnify You up to S\$10,000 per month or in any one Period of Insurance, an aggregate limit of 10% of the Total Sum Insured for Sections 1 and 2 or S\$50,000 whichever is the lower, for:

- (a) reasonable additional expense for alternative accommodation; and/or
- (b) loss of rent payable to You.

actually incurred by You during the period necessary for the reinstatement of the Insured Dwelling.

Our maximum liability under this extension is limited to \$\$50,000.

### 13. Removal of Debris Clause

We will cover the costs of removal of debris, dismantling or demolishing, shoring or propping-up of the damaged part of the Insured Dwelling up to 10% of the Sum Insured for Sections 1 and 2.

### 14. Home Cleaning Expenses following Infectious Disease Outbreak

We will cover the costs of home cleaning services up to \$\$500 to disinfect the Insured Dwelling if You and/or Your Family Members and/or Domestic Helper suffer any Infectious Disease.

The following Extensions (15) to (25) shall apply only to Enhanced Home Cover:

## 15. Accidental Breakage to Fixed Glass

Under Section 1, We will cover Accidental damage to fixed glass at the Insured Dwelling up to S\$1,000 per claim. This excludes any movable items such as handheld or wall-hung mirrors, television and computer screens, or glass on wall-hung picture frames.

## 16. Accidental Loss or Damage to Mobile Phones, Computers, Laptops and Other Portable Devices

Under Section 2, We will cover Accidental loss of or damage to mobile phones, computers, laptops and other portable devices, provided that such Accidental loss or damage occurs within the Insured Dwelling, up to the limits as stated below:

Item	Maximum Limit Payable
Computers and/or laptops	Up to S\$1,500 each item; and Up to S\$3,000 in aggregate per policy year
Mobile phones, digital tablets and other portable devices	Up to S\$500 per item; and Up to S\$1,500 in aggregate per policy year

### 17. Accidental Loss or Damage to Pedal Cycles

Under Section 2, We will cover Accidental loss or damage to pedal cycles belonging to You and/or Your Family Member whilst contained in the Insured Dwelling up to S\$500 in aggregate per policy year. This excludes any motor-assisted pedal cycles.

## 18. Conservancy Charges

If the Insured Dwelling becomes uninhabitable due to an Insured Peril, under Section 1 We will cover up to 3 months' of conservancy charges payable by You in respect of the Insured Dwelling, subject to a maximum limit of 10% of Section 1 or S\$1,000, whichever is the lower.

### 19. Cost of Replacement of Title Deeds and other legal documents

Under Section 1 We will cover the replacement cost of title deeds and/or other legal documents due to Accidental loss or damage up to S\$750 in aggregate for any one policy year.

### 20. Deterioration of Food and Drinks in Refrigerator

Under Section 2, We will cover deterioration of food and drinks due to breakdown of any refrigerator or freezer in the Insured Dwelling, up to S\$200 in aggregate per policy year. This excludes any loss or damage that arises directly or indirectly from (i) the deliberate act of any power supply authority or the withholding or restricting of power by such an authority, or (ii) deliberate act or neglect of You and/or Your Family Member and/or Domestic Helper.

## 21. Loss or Damage to Household Contents while being moved

Under Section 2, We will cover Accidental loss of or damage caused to Household Contents in the course of their being moved by professional movers between the Insured Dwelling and Your new permanent residence within Singapore, up to S\$1,500 in aggregate per policy year. This excludes valuables, china, earthenware and any other items of brittle nature.

## 22. Loss of Money

Under Section 2, We will cover loss of Money due to an Insured Peril at the Insured Dwelling up to S\$1,000 in aggregate for any one policy year.

## 23. Loss or damage to Domestic Helper's Personal Effects

Under Section 2, We will cover Accidental loss or damage to Personal Effects of Your Domestic Helper whilst contained in the Insured Dwelling up to S\$1,000 in aggregate for any one policy year, provided that a valid claim is also made for Your own Personal Effects.

### 24. Temporary Removal

Under Section 2, We will cover Accidental loss or damage to Household Contents whilst temporarily removed from the Insured Dwelling but remaining in a residential property within Singapore, if the Insured Dwelling has been damaged due to an Insured Peril. Provided that:

- (a) this extension excludes
  - i. property otherwise insured;
  - ii. property removed for repair, sale or exhibition or to a furniture depository; and/or
  - iii. theft of property by deception.
- (b) for the purpose of this extension only, "Household Contents" shall include pedal cycles (but not motor-assisted pedal cycles);
- (c) the amount recoverable under this extension shall not exceed 15% of the Sum Insured for Section 2 or \$5,000 in aggregate for any policy year, whichever is lower, subject to each article not exceeding \$\$500.

### 25. Visitors' Personal Effects

Under Section 2, We will cover accidental loss or damage to visitors' Personal Effects whilst contained in the Insured Dwelling up to \$\$500 in aggregate for any one policy year.

## **Exclusions to Sections 1 & 2**

We shall not be liable in respect of:

- (a) any loss;
  - i. due directly or indirectly from deception except in the event of a burglary at the Insured Dwelling;
  - ii. by theft of property in any part of the Insured Dwelling to which a tenant (or, if the Insured is a tenant, another tenant) has right of access, unless there was entry to or exit from the Insured Dwelling by forcible and violent means;
  - iii. by theft if the Insured Dwelling is lent, let or sublet unless force is used to enter the Insured Dwelling;
- (b) scratching or denting of property;
- (c) any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repair or restoration of any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;

- (d) any loss or damage resulting from theft by any person lawfully in the Insured Dwelling;
- (e) electrical electronic or mechanical breakdown except as provided for in Extension 20 Deterioration of Foods and Drinks in Refrigerator;
- (f) breakage of strings in respect of any musical instrument;
- (g) damage to film when in use in a camera or projector;
- (h) breakage of tubes and or bulbs unless the apparatus is damaged at the same time;
- (i) loss, destruction or damage to photographic and sporting equipment and accessories and musical instruments used professionally and/or for business purposes;
- (j) any loss or damage arising from bursting or overflowing of a domestic water tank, apparatus or pipe, theft or attempted theft or malicious acts during any period in excess of 30 consecutive days during which the Insured Dwelling is left unoccupied, unless We have given Our prior written consent to the Insured Dwelling remaining unoccupied beyond such period;
- (k) cost of retrieving and/or reproducing data whether recorded on tapes, cards, discs or otherwise;
- (I) delay, confiscation or detention by governmental authorities;
- (m) any loss or damage of property left in the open at the Insured Dwelling;
- (n) mysterious disappearance or unexplained loss;
- (o) damage to sports equipment whilst in use;
- (p) theft of property in unoccupied vehicles unless all windows, doors, luggage compartment, boot, roof and windscreen are completely closed and securely locked;
- (q) loss or damage to any property as a result of inherent fault or defective workmanship or defective design or use of defective materials;
- (r) any loss or damage arising from fire due to any PAB, PMA, PMD or any other motorised devices kept in the Insured Dwelling that are registrable but not duly registered with the Land Transport Authority of Singapore (LTA);
- (s) any loss or damage arising from fire due to any PAB, PMA, PMD or any other motorised devices not used solely for leisure purposes.

## SECTION 3 - WORLDWIDE FAMILY PERSONAL LIABILITY

We will indemnify You as owner and/or occupier of the Insured Dwelling and Your Family Members and Domestic Helper against all sums (including legal costs and expenses) for which You or they may be legally liable to third parties in respect of:

- (a) Accidental Bodily Injury (whether fatal or not);
- (b) Accidental damage to property;

occurring during the Period of Insurance subject to the Territorial Limits as stated herein for this Section.

You must not admit liability or make any offer or promise or indemnity without Our written consent. We shall not be liable for any admission of liability, payment to or agreement with any third party if it is given by You or Your Family Members without Our prior written consent.

### **Extensions to Section 3**

# (a) Tenant's Liability

If You have chosen policy plan type Solution B, We will extend Section 3 to cover Your legal liability as a tenant to Your landlord for damages to the Insured Dwelling and its Renovations, Fixtures, Fittings and contents. We will pay any damages (aside from any punitive damages) awarded against You or Your Family Members by or obtained from a court of competent jurisdiction in Singapore as well as any legal costs and expenses for representing or defending You or Your Family Members, up to a limit of S\$100,000 subject to an excess of S\$100 for each and every claim.

You must not admit liability or make any offer or promise or indemnity without Our written consent. We shall not be liable for any admission of liability, payment to or agreement with any third party if it is given by You or Your Family Members without Our prior written consent.

## **Limits of Indemnity**

Our liability under this Section is capped at the Sum Insured as stated in the Schedule in the aggregate for all claims in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause.

If You die, We will indemnify Your personal representatives under this Section provided that Your personal representatives comply with the Terms of this Policy in so far as they apply.

## **Exclusions to Section 3**

We shall not be liable in respect of

- (a) Bodily Injury to any of Your Family Members or who at the time of sustaining such injury is employed by You;
- (b) damage to property belonging to or in the charge of or under the control of You or Your Family Member or of a person employed by You;
- (c) bodily injury or damage arising out of or incidental to;
  - i. Your profession or business;
  - ii. the use of lifts, elevators, animals [except dogs duly licensed under the <u>Animals and Birds (Dog Licensing and Control) Rules</u>], motor cycles, motor vehicles, mechanically propelled motor vehicles/machines/devices/bicycles, PAB, PMA, PMD, watercraft, aircraft, aerial devices or drones. For the avoidance of doubt, liability arising from fire at the Insured Dwelling due to any PAB, PMA, PMD or other devices used solely for leisure purposes and duly registered with the LTA is not excluded;
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) any liability resulting directly or indirectly from the transmission of any communicable disease by You, Your Family Member, Your Domestic Helper or Your pets;
- (f) any liability caused by or arising from or in connection with Your ownership of dog breeds falling within Scheduled Dogs – Part I [as defined by the <u>Animals and Birds (Dog Licensing and Control) Rules</u>] or unlicensed dogs;
- (g) any liability arising from Your ownership of any other building or land other than home occupied by You solely as a private residence:
- (h) any liability arising from the occupation or use of any premises other than as a private residence unless specially agreed and specified in the Schedule;
- (i) any liability in respect of Bodily Injury, illness and/or loss or damage caused by or in connection with or arising from alterations, additions and repairs to the Insured Dwelling and/or whilst the Insured Dwelling is undergoing renovation or construction.

## **Territorial Limits**

- (a) Anywhere in Singapore; and
- (b) Worldwide excluding USA and/or Canada and/or their territories, in respect of travel or stay overseas provided such travel shall not exceed 90 consecutive days in any one Period of Insurance.

## SECTION 4 - PERSONAL ACCIDENT FOR INSURED, SPOUSE & CHILDREN

### A. Insured And Spouse

If You and/or Your legal spouse suffer Accidental Bodily Injury whilst at the Insured Dwelling during the Period of Insurance, and if such Bodily Injury shall within 3 calendar months result in death or permanent disablement, We will pay compensation in accordance with the Table of Benefits stated below to You or in the event of Your death, to Your legal personal representatives.

If You and/or Your legal spouse are hospitalized as an inpatient for more than 24 consecutive hours during the Period of Insurance due to an Accident at the Insured Dwelling, We will pay Hospitalisation Allowance up to the sum insured specified in the Schedule per person.

## B. Child(ren)

If Your Child(ren) suffer Accidental Bodily Injury whilst at the Insured Dwelling during the Period of Insurance, and if such Bodily Injury shall within 3 calendar months result in death or permanent disablement, We will pay compensation in accordance with the Table of Benefits stated below to You or in the event of Your death, to Your legal personal representatives.

The amount We pay under this Section shall be in accordance with the following Table:

Table	e of Benefits	Percentages of the Sum Insured as stated in Section 4 of the Schedule
1. [	Death	100%
2. F	Permanent Total Disablement	100%
3. L	loss of 2 Limbs	100%
4. L	oss of Sight in both eyes	100%
5. L	oss of 1 Limb and Loss of Sight in 1 eye	100%
6. L	oss of Speech and Hearing	100%
7. L	loss of 1 Limb or 1 eye	50%

The aggregate of all sums payable under these benefits in respect of any 1 Accident shall not exceed 100% of the Sum Insured for Section 4. Any sum payable under this Section 4 for death shall be reduced by a sum equivalent to any sum payable under this Section 4 for permanent disablement arising from the same Accident.

## **Provisos**

- (a) Section 4 does not cover any insured person above 70 years of age next birthday.
- (b) The cover under this Section will cease for an insured person upon any permanent disablement claim by that person.
- (c) Before We pay for item (2) in the Table of Benefits above, the Permanent Total Disablement must have lasted for at least 12 months. However, if it is proven to Our satisfaction that there is no prospect of improvement or recovery to the Permanent Total Disablement, We may at Our discretion pay this item before the expiry of 12 months.

# **Exclusions to Section 4**

We shall not be liable in respect of death or Bodily Injury sustained

- (a) as a result of, or contributed to by any medical condition, pre-existing conditions, physical defect or infirmity;
- (b) as a result of intentional self-injury, suicide or attempted suicide while sane or insane, provoked assault, intoxication, drugs, insanity, venereal disease, childbirth or pregnancy (other than miscarriage caused by Accidental fall with external injury or by traffic accident) or abortion or any complication following therefrom;
- (c) as a result of, or contributed to by, or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
- (d) whilst engaged in illegal acts.

### SECTION 5 - 24-HOUR EMERGENCY HOME ASSISTANCE SERVICES

If there is an emergency event at the Insured Dwelling during the Period of Insurance resulting in the need of Emergency Home Assistance Services, You may contact the 24-hour Sompo Assist Hotline for referral of suitable repairer(s) to assist with the problem.

We will reimburse up to S\$100 per event for the Emergency Home Assistance Services as described below, up to a maximum of 4 events in the aggregate per policy year, provided that You have notified through Sompo Assist Hotline and utilized the services as referred by our Appointed Assistant Company. We will not pay for any expenses that are beyond the scope and limits of the services offered as below. Any other third party expenses incurred shall be Your sole responsibility.

You may choose, at Your discretion, to utilize the services provided by our Emergency Home Assistance Services. We will not be responsible nor liable for any loss or damages suffered by You or any other party which may directly or indirectly result from the utilization of such services, including any delay in the provision of such services.

#### a. Locksmith Assistance

In the event You are unable to access the Insured Dwelling because:

- i. You are locked out of the Insured Dwelling; and/or
- ii. You are not in possession of the keys to the Insured Dwelling;
  You shall contact Sompo Assist to arrange for a locksmith to attend to and rectify the problem at the Insured Dwelling.

### **Exclusions:**

This Service shall not extend to (i) Your being locked out of Your bedroom in the Insured Dwelling, and/or (ii) the cost of repair or replacement of the damaged lock or lockset arising from the use of this service.

## b. Plumbing Assistance

In the event where the following occur at the Insured Dwelling:

- i. a clogged water supply system; and/or
- ii. a clogged drainage system; and/or
- iii. leaking water pipe(s)

You shall contact Sompo Assist for plumbing assistance; We will reimburse the cost of clearing the clog and/or repairing the leaking pipe.

## Exclusions:

This Service shall not extend to (i) a leaking water tap; (ii) leaking water heater/shower head; (iii) water leaking from the Insured Dwelling's ceilings; (iv) water leaking from concealed pipes.

# c. Electrical Assistance

In the event of an electrical power failure and/or wall switch failure in the Insured Dwelling, You shall contact Sompo Assist, who shall arrange for a qualified electrician to attend to and repair the problem.

### **Exclusions:**

This Service shall not extend to repairing failures, breakdowns or malfunctions of electrical appliances such as televisions, refrigerators, rice cookers, ovens, water heaters, etc.

## d. Air-Conditioning Engineer Assistance

In the event that an air-conditioner unit in the Insured Dwelling is not working, You shall contact Sompo Assist, who shall arrange for an appropriate technician to repair the air-conditioning unit.

### **Exclusions:**

This Service shall not extend to air-conditioning units that have not been serviced for 6 months prior to the date of call.

## e. Pest Control Services

In the event that the Insured Dwelling is infested with pests, including but not limited to bees and termites, You shall contact Sompo Assist, who shall arrange for a pest control services to remedy the situation.

## **Exclusions**:

The Policy shall not pay for such services within the first 3 months from the first inception date of cover.

# **SECTION 6 – PET DOG COVER**

## Accidental Death or Theft of Licensed Pet Dog within Insured Dwelling

We will indemnify You up to S\$500 in the aggregate for any Period of Insurance for the cost of replacing Your licensed pet dog with another of the same breed and sex in of the event of:

- 1. Accidental death caused by violent external and visible means, occurring whilst the pet dog is confined within the Insured Dwelling; or
- 2. theft of pet dog by actual forcible, violent breaking into the Insured Dwelling.

### **Exclusions to Section 6**

We shall not be liable:

- 1. where the pet dog has any physical defects, illness or disease known to You when the Policy was taken up or at renewal, unless We have accepted this in writing;
- 2. where the pet dog is aged under 3 months or over 5 years old;
- 3. where the pet dog is undergoing or has undergone surgery not necessitated by Accidental bodily injury nor necessary to save the pet dog's life, which results in its death;
- 4. where the pet dog is not duly licensed under the Animals and Birds (Dog Licensing and Control) Rules.

The following sections (Sections 7 and 8) are optional cover which are only applicable if You have paid the additional premiums and these Sections have been specified in the Schedule.

## SECTION 7 - WORLDWIDE PERSONAL EFFECTS COVER

We will pay You for any Accidental loss of or damage to Your Personal Effects during the Period of Insurance within the territorial limits specified in this Section. Our liability under this Section shall not exceed 50% of the Sum Insured for Section 2 during any one Period of Insurance unless otherwise agreed and specified in the Schedule.

## A. <u>Unspecified Articles</u>

In the event of loss or damage to articles of Personal Effects not specifically and individually itemized in the Schedule, We will pay up to the replacement cost or maximum S\$1,000 per article (whichever is lower).

## B. Specified Articles

In the event of loss or damage to articles of Personal Effects that are specifically and individually itemized with a corresponding Sum Insured for each article listed in the Schedule, We will pay up to the replacement cost of each article or the sum insured specified in the Schedule (whichever is lower).

It is a condition that the Sums Insured for Section 7 Sub-Section (B) must be not less than the full cost of replacement without deduction for wear and tear or depreciation except in respect of wearing apparel.

## **Territorial Limits**

- (a) Anywhere in Singapore; and
- (b) Worldwide excluding USA and/or Canada and/or their territories, in respect of travel or stay overseas provided such travel shall not exceed 90 consecutive days in any one Period of Insurance.

### **Excess**

Subject to an excess of S\$100 on each and every claim except if due to an Insured Peril at the Insured Dwelling.

## **Exclusions to Section 7**

We will not cover loss or damage resulting from:

- (a) any loss;
  - i. due directly or indirectly from deception except in the event of a burglary at the Insured Dwelling;
  - ii. by theft of property in any part of the Insured Dwelling to which a tenant (or if the Insured is a tenant, any other tenant) has right of access;
  - iii. by theft if the Insured Dwelling is lent, let or sublet unless force is used to enter the Insured Dwelling;
- (b) scratching or denting of property;
- (c) any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repair or restoration of any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- (d) any loss or damage resulting from theft by any person lawfully in the Insured Dwelling;
- (e) electrical electronic or mechanical breakdown except as provided for in Extension 20 Deterioration of Foods and Drinks in Refrigerator;
- (f) breakage of strings in respect of any musical instrument;
- (g) damage to film when in use in a camera or projector;
- (h) breakage of tubes and or bulbs unless the apparatus is damaged at the same time;
- (i) loss, destruction or damage to photographic and sporting equipment and accessories and musical instruments used professionally and/or for business purposes;
- (j) any loss or damage arising from bursting or overflowing of a domestic water tank, apparatus or pipe, theft or attempted theft or malicious acts during any period in excess of 30 consecutive days during which the Insured Dwelling is left unoccupied, unless We have given Our prior written consent to the Insured Dwelling remaining unoccupied beyond such period:
- (k) cost of retrieving and/or reproducing data whether recorded on tapes, cards, discs or otherwise;
- (I) delay, confiscation or detention by governmental authorities;
- (m) any loss or damage of property left in the open at the Insured Dwelling;
- (n) mysterious disappearance or unexplained loss;
- (o) damage to sports equipment whilst in use;
- (p) theft of property in unoccupied vehicles unless all windows, doors, luggage compartment, boot, roof and windscreen are completely closed and securely locked;
- (q) property in transit unless hand-carried.

## **SECTION 8 – RENT PROTECTOR**

We will indemnify You for loss of rent if:

- 1. Your tenant stops paying You the rent due under the tenancy agreement in respect of the Insured Dwelling or vacates the Insured Dwelling without giving notice before the end of the tenancy agreement; or
- 2. You are unable to find a tenant for the Insured Dwelling due to an occurrence of murder and/or suicide at the Insured Dwelling.

### **Limits of Indemnity**

Our maximum liability in the aggregate for all claims in respect of Section 8 for 1 Period of Insurance shall be 2 months' rent due under the tenancy agreement, capped at S\$2,500 per month (if the monthly rent exceeds S\$2,500 per month).

## **Main Exclusions to Section 8**

We shall not be liable in respect of:

- 1. the rent for the first 2 consecutive months after the tenant defaults in payment or from the date of occurrence of the murder and/or suicide at the Insured Dwelling, as the case may be;
- 2. loss of rent where there is no valid written tenancy agreement;
- 3. loss of rent once the Insured Dwelling is re-tenanted;
- 4. the rent that was in arrears at the commencement of the cover for this Section;
- 5. loss of rent where the tenant had defaulted on rental payment or the murder and/or suicide event had occurred before the commencement of the cover for this Section.

### **Provisos**

You cannot make claims under this Section and the Loss of Rent and Additional Expense of Alternative Accommodation benefit under Sections 1 and 2 for the same event.

### **General Exceptions to this Policy**

Except where otherwise stated, these Exceptions apply to every Section of this Policy, and are in addition to the specific Exceptions contained in each Section.

We shall not be liable in respect of:

- 1. any loss or damage or liability directly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:
- any loss (whether temporary or permanent) of the Insured Dwelling or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or any premises by any government authorities;
- 3. any Accident, loss, damage, expense, liability or Bodily Injury due directly or indirectly to
  - (a) war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war:
  - (b) mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law, or state of siege or any events or causes which lead to the proclamation or maintenance of martial law or state of siege;
  - If We allege that by reason of the provisions of this General Exception any claim is not covered by this insurance, You will bear the burden of proving that such claim is covered;
- 4. any loss, damage or liability which is insured by or would but for the existence of this Policy be insured by other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected. This exclusion does not apply to Section 4;
- 5. any consequential loss or damage of any kind whatsoever unless otherwise stated;
- 6. any loss or damage due to the wilful act of or with the connivance of Yourself and/or any of Your Family Members and/or Your Domestic Helper;
- 7. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 8. any loss or damage arising from illegal acts and/or acts prohibited by regulatory authorities;
- 9. any loss or damage arising whilst the Insured Dwelling is undergoing renovation or construction;
- 10. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any

other sequence to the loss. We will also not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. If We allege that by reason of the provisions of this General Exception any claim is not covered by this insurance, You will bear the burden of proving that such claim is covered;

11. We will not be liable to pay any claim if such payment would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **General Conditions**

## 1. Interpretation

This Policy and the Schedule shall be read together as one Policy. Any word or expression which has been given a specific meaning will have the same meaning wherever it may appear.

### 2. Basis of Settlement

### Section 1

We will pay to You the cost that We have approved to reinstate, repair or restore the property destroyed or damaged to a condition substantially the same as, but not better or more extensive than the condition when new. You shall be responsible for paying for such cost of reinstatement, repair or restoration first. We may, at our discretion, make deduction for depreciation or wear and tear. Such approval of reinstatement, repair or restoration cost must be given by Us within 12 months of Our receiving the notice of claim from You. If in our view We are unable to conduct the assessment of the destruction or damage and/or provide our approval of the cost due to Your lack of cooperation or assistance, We will not make any payment.

For property that is lost, We will pay for the replacement cost less a deduction for wear and tear or depreciation.

## Sections 2 & 7

The basis of settlement of any claim shall be the cost of reinstating, repairing or restoring the property destroyed or damaged to a condition substantially the same as, but not better or more extensive than the condition when new. You shall be responsible for paying for such cost of reinstatement, repair or restoration first. We may, at our discretion, make deduction for depreciation or wear and tear.

For the Specified Articles under Section 7, We will waive any deduction for depreciation or wear and tear.

In the event of loss of or damage to any insured item forming part of a pair or set, We will only pay for the proportionate value of the lost or damaged item.

# 3. Duty of Care

You shall

- (a) use all reasonable diligence and care to keep the Insured Dwelling in a proper state of repair;
- (b) make good, as soon as possible, any defects You discover in the Insured Dwelling, and in the meantime take such additional precautions to prevent injury, loss or damage as the circumstances may require;
- (c) exercise all reasonable precautions for the maintenance and safety of the Insured Dwelling and to prevent accident, loss or damage and;
- (d) provide the Insured dog(s) under Section 6 at all times with proper care;
- (e) take all reasonable precautions to avoid becoming a victim of the unlawful act as stipulated in Extension (6) Identity Fraud Expenses.

## 4. Other Insurance

If there is any loss, damage, expense or liability for which indemnity is provided under this Policy, You must give us details of any other insurance covering such loss, damage, expense or liability or any part thereof (except in respect of Personal Accident) (including but not limited to insurance effected by any Management Corporation Strata Title) and We will only pay the difference between the amount payable under the other insurance and the amount which otherwise would be payable under this Policy. We will also not pay for any loss or damage for which the MCST or Town council is responsible for making good the loss or damage.

## 5. Average Clause

In the event of under-insurance where the Sum Insured is less than 85% of the full reinstatement or replacement costs at the time of loss or damage, the amount We will pay for this loss or damage will be the proportion which the Sum Insured bears to the total current reinstatement or replacement cost of the Insured Dwelling, Renovations, Fixtures and Fittings and Contents of the Insured Dwelling at the time of loss.

### 6. Notice of Material Changes

- (a) You must give us notice within 30 days of such changes if the nature of the occupation of or other circumstances affecting the Insured Dwelling is changed in such a way as to increase the risk of loss or damage;
- (b) If You fail to give such notice to Us, We may reject any claim that may arise;
- (c) You must inform us in writing as soon as possible but not later than 30 days of such changes about any change which may affect Extension (6) Identity Fraud Expenses. If You fail to inform Us of this, We may declare the extension invalid or reduce the cover provided. The facts We need are those which We consider important in assessing or accepting the insurance. If You are in any doubt as to whether to inform Us about any change, You should inform Us anyway.

# 7. Claim Notification

If something happens which may give rise to a claim under this Policy, You (or in the case of a claim under Section 4, Your personal representatives):

- (a) must give Us notice in writing immediately, or in any event not more than 7 days later;
- (b) must make a police report within 24 hours of the occurrence if there has been theft, malicious damage or vandalism or any attempt thereat, or any loss of money;
- (c) must notify the issuing company immediately of the loss of any insured credit card or ATM card;
- (d) must give Us full particulars in writing as soon as possible and in the case of a claim under Sections 1, 2,7 and 8 not later than 30 days after the occurrence of the loss or damage;
- (e) if a claim arises under Section 3, must immediately send to Us any writ, summons or other legal process issued or commenced against You and give all necessary information and assistance to enable Us to settle or resist any claim or to institute proceedings;
- (f) in the event of accidental bodily injury of the Insured dog(s) under Section 6, must arrange for a veterinary surgeon to attend and where necessary, to certify at Your own expense the cause of death;
- (g) shall not incur any expense in making good any loss or damage without Our written consent and shall not negotiate, pay, settle, admit or repudiate any claim without Our written consent;
- (h) must give Us all such information as We may reasonably require;
- (i) must file a report with the police and/or relevant financial institution within 24 hours and must report and submit a claim to Us within 30 days of discovery of the unlawful act by the third party as stipulated within Extension (6) Identity Fraud Expenses

## 8. Rights and Responsibilities

We shall be entitled (but not required):

(a) on the happening of any loss or damage for which indemnity is provided under Sections 1, 2, 7 and 8 to enter any Insured Dwelling where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner;

- (b) to undertake in Your name and on Your behalf the absolute conduct, control and settlement of any proceedings and to take proceedings at Our own expense and for Our own benefit, but in Your name, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy;
- (c) to pay at any time to You the Limit of Indemnity under Section 3 or any lesser amount for which any claims can be settled and upon such payment We shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs or expenses recoverable from You or incurred with Our written consent in respect of the conduct of such claim or claims before the date of such payment.

### 9. Forfeiture

We will forfeit all payments under this Policy if any claim on this Policy is in any way fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any payment under this Policy.

### 10. Transfer of Interest

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and receipt by the Insured shall in any case absolutely discharge the Company's liability hereunder.

### 11. Cancellation

You can cancel this Policy at any time by making a written request to Us, and the Premium shall be adjusted on the basis of Our receiving or retaining a minimum premium of S\$54.00 (inclusive of GST) provided no claim has been made under the Policy. We will not give any refund where a claim has been made under the Policy. We may also cancel the Policy by giving You 7 days' notice in writing to Your last known address and We will refund You the premium you have paid on a pro rata basis, subject to minimum premium of S\$54.00 (inclusive of GST).

### 12. Arbitration

If there is any dispute between Us and You under this Policy such dispute shall be referred to Financial Industry Disputes Resolution Centre Ltd. (FIDReC). This applies as long as the dispute can be brought before FIDReC. If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this clause. The Tribunal shall consist of one Arbitrator. Where any dispute is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against Us. Unless such arbitration is commenced within 6 months of the dispute arising, We shall not be liable to make any payment.

## 13. Subrogation of Rights

You must, at Our expense, do and allow to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or become necessary or required before or after We have paid under this Policy.

### 14. 14 days Free Look Period (Applicable to Policy issued to an Individual)

You can decide to cancel this Policy during the "Free Look" period. You must then return the original policy document to Us, and You will receive a full refund of the premium paid to Us provided that no claim has been made under the Policy. The Policy will then be deemed as void from the start and We shall not be liable for any claims occurring before the return of the Policy.

"Free Look" period means the period up to 14 business days from the time this Policy is received by You and this Policy is deemed to have been delivered and received by You 3 business days after it is posted by Us.

This provision is, however, not applicable to any policy with period of insurance less than 1 year and/or to policy renewals.

### 15. Reinstatement of Loss

In the event of any loss under this Policy and in the absence of written notice by Us or You to the contrary, the amount of insurance is reduced by such loss. You can reinstate the Sum Insured back to the original limit, subject to Our agreement, by writing to Us and You shall pay Us the premium on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance. This Condition is applicable to Sections 1, 2, 7 and 8 only.

### 16. Goods And Services Tax On Policy Excess/Deductible

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the Policy, GST will be levied accordingly on the Excess/Deductible amounts and You shall be liable to bear the GST so levied on the Excess/Deductible amounts.

### **Clarification Agreement**

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

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

The following are excluded:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer
  programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business
  interruption losses resulting from such loss or damage. Notwithstanding this Exclusion, loss of or damage to
  data or software which is the direct consequence of insured physical damage to the substance of property
  shall be covered.
- 2. 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.

## **Condition Precedent**

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

- 1. for the risk insured, You have never had any insurance terminated in the last 12 months due solely or in part to a breach of any premium payment condition; or
- 2. if You have declared that You have breached any premium payment condition in respect of a previous Policy taken up with another insurer in the last 12 months,
  - a. You must have 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
  - b. a copy of the written confirmation from the previous insurer to this effect is first provided by You to Us before inception of cover for this Policy.

## **Contracts (Rights of Third Parties) Act**

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

### **Governing Law**

This Policy is governed by and interpreted according to the laws of Singapore.

## Payment Before Cover Warranty (This warranty applies where the Policy is issued to an Individual)

- 1. The Premium due must be paid to Us (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:
  - a. Cash or honoured cheque for the premium is handed over to Us or the intermediary;
  - b. A credit or debit card transaction for the premium is approved by the issuing bank;
  - c. A payment through an electronic medium including the internet is approved by the relevant party;
  - d. A credit in favour of Us or the intermediary is made through an electronic medium including the internet.
- 2. In the event that the total premium due is not paid to Us (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- 3. In respect of insurance coverage with Free Look provision, You may return the original Policy document to Us or the intermediary within the Free Look period if You decide to cancel the cover during the Free Look period. In such an event, You will receive a full refund of the premium paid to Us provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

## Premium Payment Warranty (This warranty applies where the Policy is issued to a corporate entity)

- 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 Us (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 Us (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. We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$27.00 (inclusive of GST).
- 3. If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

## **Personal Data Protection**

In relation to the personal data collected for this Insurance, You agree and acknowledge that

- We may collect, use and disclose the personal data for the purposes stated in our Privacy Policy (which is available on Our website), which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
- We will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy
  or for which Your consent has not been obtained. If We wish to use, disclose or process the personal data for
  another purpose, We will seek Your prior written consent;
- 3. We may disclose the personal data for the purposes stated in our Privacy Policy to a related corporation, subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person

to whom disclosure is permitted or required by any law; and Our third party service providers and agents (acting on Our behalf). Those recipients may be located in or outside Singapore.

## **Policy Owners' Protection Scheme**

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Us or visit the GIA/LIA or SDIC web-sites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).