

Spectra™

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.
2. 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.
3. The liability of the Company does not commence until Application is accepted and the premium is paid in accordance with Clause 2 above.

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In consideration of the Insured paying to Sompo Insurance Singapore Pte. Ltd. (hereinafter called the “Company”) the first Premium, the Company agrees subject to the terms, provisions, exceptions, limits and conditions contained herein or endorsed hereon (collectively refers to as “Terms”) that if during the Period of Insurance or during any further period in respect of which the Insured shall have paid and the Company shall have accepted the premium required any loss, destruction or damage as described in the various Sections of this Policy shall occur the Company will indemnify the Insured as hereinafter provided.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole of the Total Sum Insured under each Section or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company, less the first amount of any claim specified in the Schedule as the Excess.

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

SECTION 1 - ALL RISKS

The Company will by payment or at the option of the Company by repair, reinstatement or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against accidental loss of or damage to the Property Insured including Plate Glass whilst in the Situation of Risk as described in the Schedule occurring during the Period of Insurance.

Definition of Plate Glass

Fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors for which the Insured is responsible but excluding the frames, frameworks and/or fixtures. The glass insured is considered as plain and/or tempered and of ordinary glazing quality and without embossing, silvering, lettering, bending, or ornamental work of any kind.

Exceptions to Section 1

The Company will not indemnify the Insured in respect of

1. The Excess as specified in the Schedule for each and every claim arising from any cause other than fire, lightning and explosion.
2. Loss or damage caused by or arising from the following
 - (a) Any unexplained loss, mysterious disappearances and/or shortage of goods discovered during inventory check;
 - (b) Fraud or dishonesty of the Insured's agents or employees;
 - (c) Consequential loss or damage of any kind or description;
 - (d) Shoplifting and/or pilferage;
 - (e) Wear and tear, the process of cleaning, dyeing, altering, repairing or restoring any article, the action of light or atmospheric conditions, moth, mildew, corrosion, shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction, oxidation, fading tree roots, evaporation, changes in flavour, colour, temperature, humidity or texture or any other gradual operating cause;
 - (f) Caused by mechanical or electrical breakdown or derangement;
 - (g) Short-circuiting, self-heating, leakage of electricity, over-running or excess pressure originating in the particular part, the explosion or rupture of boilers, economisers, turbines or other vessels, machinery or apparatus in which power is used or their contents;
 - (h) Erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave;
 - (i) Vermin, insects, termites, scratching, denting, chipping or defacing;
 - (j) Latent defect, faulty workmanship, structural defects or faulty design;
 - (k) Cessation, interruption or retarding of any process or operation or work whether total or partial;
 - (l) Delay, confiscation or detention by any parties;
 - (m) Whilst being transported by rail road sea (including loading and unloading) or whilst in the course of transit away from the premises specified in the Schedule;
 - (n) Whilst the premises at the Situation of Risks are left without human occupation continuously for a period exceeding thirty (30) consecutive days, unless prior written consent has been obtained from the Company;
 - (o) False programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields;
 - (p) Loss, damage or expense recoverable under the maintenance agreement(s) or which would be so recoverable but for a breach of the Insured's obligation under the maintenance agreement(s).
3. Loss or damage to the following
 - (a) Gold, silver, platinum or other precious metals and alloys articles, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur;
 - (b) Currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, medals, coins, stamps, stamp collections, or other documents of value including documents of title to property contracts or other documents, business books, computer systems records, manuscripts curios (except as provided under the policy) sculptures, rare books, plans, patterns, moulds, models or designs;
 - (c) The cost of lettering painting embossing silvering or other ornamental work, breakage of or damage to neon/advertising signs;
 - (d) Property away from the premises except as provided otherwise in this Section;
 - (e) Property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments but the Company shall be liable for other damage insured by this Policy and resulting from such cause;

- (f) Electrical equipment or wiring caused by electrical current (other than by lightning) but the Company shall be liable for other damage insured by this Policy and resulting from such cause;
- (g) Watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers;
- (h) Property (except signs) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or re-sited including related materials and supplies;
- (i) Unoccupied premises awaiting or undergoing demolition;
- (j) Explosives;
- (k) Animals, livestock and plants;
- (l) Records, films or tapes other than by fire or theft (and then only for the value as unused materials);
- (m) Accessories and spare parts unless the machine and/or equipment is stolen at the same time;
- (n) Property which at the time of the happening of such destruction or damage is insured by or would but for the existence of this Policy be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under the marine policy had this insurance not been effected

Conditions to Section 1

1. 85% Average Relief

If at the time of reinstatement the sum representing eighty-five (85) percent of the cost which would have been incurred by such item had been destroyed, exceeds the Sum Insured hereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against, then the Insured shall be considered as being his own insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly. Each item of this Section shall separately be subject to this condition.

Extensions to Section 1

1. All Other Contents

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

- (a) money and stamps not otherwise specifically insured for any amount not exceeding S\$500;
 - (b) documents, manuscripts and business books but only for the value of the materials as stationery together with the costs of clerical labour expended in writing up and not for the value to the Insured of the information contained therein and for an amount not exceeding S\$500 in respect of any one document manuscript or business book but not exceeding S\$5,000 in all;
 - (c) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding S\$500;
 - (d) patterns, models, moulds, plans and designs for an amount not exceeding S\$500 in respect of any one pattern, model, mould, plan or design;
- And so far as they are not otherwise insured
- (e) employees' pedal cycles, clothing, tools and other personal effects including money for an amount not exceeding S\$500 in respect of any one employee.

2. Acquisition

Warranted that the insured premise is not under notice of acquisition by the relevant authorities during the currency of this Policy.

3. Alterations and Repairs

Workmen are allowed in on or about any premises herein referred to carry out alterations and repairs without prejudice to terms of this Insurance.

4. Architects' Surveyors' and Consultant Engineers' Fees

The Insurance by this Section extends to include architects', surveyors' and consultant engineers' legal and other fees (not exceeding those authorised under the scale of the various Institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder) provided that the liability for such destruction or damage and fees shall not exceed S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser.

5. Automatic Increase of Sum Insured

The Sum Insured on stock-in-trade for this Section shall be automatically increased by twenty (20) percent up to a maximum limit of S\$100,000 during the two (2) weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day public holidays.

6. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that the Company's liability under this Extension shall not in the aggregate exceed S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser.

7. Brand & Label (Not Applicable to Food & Beverage Plan)

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

8. Cost of Temporary Protection

It is hereby declared and agreed that this Policy is extended to cover the cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the safety and protection of the premises pending repairs of damage or replacement work.

9. Costs of Recompiling Records and Claims Preparation

The Sum Insured under this Section includes

- (a) costs of recompiling records but only for the value of the materials used together with the costs of clerical labour expended in producing such records; and
- (b) reasonable charges incurred by the Insured for producing and certifying any information as may be required by the Company under the terms of General Condition 7 of the Policy.

Provided that the Company's liability under this Extension shall not in the aggregate exceed S\$500.

10. Deterioration of Stocks (Applicable to Food & Beverage and Retail Plans only)

The Company will indemnify the Insured up to the Sum Insured in any one Period of Insurance for loss of or damage or deterioration of stock-in-trade kept in refrigeration units at the Situation of Risk due to

- (a) accidental damage to refrigerating equipment;
- (b) failure of public electricity supply;
- (c) accidental escape of refrigerant gas.

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

This Extension shall exclude loss or damage resulting from

- 1. a time excess of twelve (12) hours each and every loss;
- 2. deliberate act of any power supply authority;
- 3. the withholding or restricting of power by power supply authority;
- 4. deliberate act or neglect of the Insured or member of the Insured's household or business staff or any servant of the Insured;
- 5. refrigeration units which are greater than six (6) years old;
- 6. consequential loss of any kind;
- 7. the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments;
- 8. loss or damage arising from faulty packing or storage inherent defects contamination or disease;
- 9. faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Company.

11. Electrical Installation (4B)

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

12. Fire Extinguishing Expenses/Fire Brigade Charges

It is hereby agreed and declared that notwithstanding anything contained to the contrary, but subject to the following the Insurance under this Section extends to include

- (a) the charges raised by any local authority for the provision of firefighting appliances called for the purpose of protecting the premises;
- (b) the cost of replenishment of firefighting appliances and destruction of or damage to materials unless otherwise specifically insured.

Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the premise of the Property Insured by this Section or immediately threatening to involve such property.

Provided also that the Company's liability under this Extension shall not in the aggregate exceed S\$2,500.

13. Full Theft Extension

It is hereby declared and agreed that this Policy is extended to cover loss of or damage to the Property Insured by theft without violent and forcible entry into or exit from the premises.

The indemnity herein provided shall not apply to nor include

- (a) loss or damage caused by or resulting from infidelity or any dishonest act on the part of the Insured or other parties of interest or his or their employees or agents or any person or persons to whom the Property Insured may be entrusted;
- (b) unexplained loss, mysterious disappearance or loss or shortage upon taking inventory.

The liability of the Company under this Extension shall not exceed S\$50,000 in aggregate during the Policy Period and the Insured shall bear the Excess as stated in the Schedule for each and every claim under this Extension.

14. Heating and Power

The use of electric, gas and other lighting, heating and power usual to trades and occupations is allowed as provided by law, by-law or municipal regulation.

15. Hire Purchase or Leasing

It is hereby declared and agreed that the hire purchase company or lessors named in the Schedule are the Owners of the property and that the property is the subject of a hire purchase or leasing agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under this Policy shall be made to the Owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any proviso in the hire purchase or leasing agreement to the contrary this Section is issued to the Insured named in Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Section without the prior consent in writing of the Company.

16. Leased Property

This Section extends to indemnify any other party having an interest in the Property Insured by virtue of and in accordance with the terms of a mortgage, leasing, hiring or renting agreement, provided such property is not more specifically insured.

17. Payment on Account

In the event of the occurrence of a loss under this Insurance the Company will make payment on account in respect of such loss to the Insured if desired, on production of a statement of claim certified by the Approved Assessor.

18. Premises

This Section extends to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open-air on the premises described herein during business hours.

19. Removal of Debris

On costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Property Insured by this Section destroyed or damaged by fire or by any other peril hereby insured against for an amount not exceeding S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser.

20. Replacement Value

It is hereby declared and agreed that in the event of any loss or damage the basis upon which amount payable under the Insurance is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the Property Insured when new subject to the following:

- (a) The Sum Insured should at all times represent the new replacement value; and
- (b) The Property Insured is not obsolete.

21. Riot, Strike and Civil Commotion

This Section shall be extended to cover loss of or damage to the Property Insured consequent upon riot, strike and civil commotion.

22. Temporary Removal

Machinery, plant, equipment and furniture excluding stocks insured under this Section is covered (limited to S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in Singapore.

The amount recoverable under this Extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred whilst the property remains in the premises before it is temporarily removed.

This Extension does not apply to property if and so far as it is otherwise insured. It also does not apply to stock and merchandise of every description.

As regards losses occurring elsewhere than at the premises from which the property is temporarily removed, this Extension does not apply to

- (a) motor vehicles and motor chassis;
- (b) Property held by the Insured in trust, other than machinery and plant.

23. Tenants' Improvement

The Insurance by this Section extends to include the Insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount which the Insured may be able to recover from the owner of the building.

24. Vehicle Load

In the event of the Insured's property being loaded in vehicles or freight containers overnight while in, on or about the premises hereby insured the Company will indemnify the Insured for the loss of or damage to such property caused by fire or any other peril insured hereby, providing always that the Company's liability shall not exceed the limit of S\$2,500.

25. Outdoor Display Area (Applicable to Retail Plan only)

It is hereby declared and agreed that this Section is extended to cover contents and stock-in-trade pertaining to the Insured's Business kept at the designated shopfront outdoor display area, provided this is allowed by the relevant authority and done in accordance with their rules and regulations for the sale and/or display of goods in connection with the Insured's business subject a limit of S\$10,000. This limit is deemed to form part of the Total Sum Insured under this Section.

Subject otherwise to the terms, exceptions and conditions of this Policy.

SECTION 2 – CONSEQUENTIAL LOSS

The Company will pay the Insured up to the Sum Insured as stated in the Schedule if there is interruption to or interference with the Business at the Insured premises as a result of closure of the whole premises resulting from loss or damage by perils not excluded under Section 1, provided the happening of such an event causes interruption to the Insured's Business during the Period of Insurance to the extent of preventing the Insured from conducting their normal business operations at the Situation of Risk.

The amount of compensation shall be calculated at the amount per day stated in the Schedule up to a maximum of one hundred and twenty (120) days or for such shorter period actually taken to restore the Insured's Business to the pre-loss operational level.

Extensions to Section 2

1. Food or Drinks Poisoning/Human Infectious or Contagious Disease

(Not Applicable to Childcare Centres/ Kindergartens & Clinics)

This Section is extended to cover loss, which would otherwise be uninsured if not for this Extension, resulting directly from the interruption of or interference with the Business carried on by the Insured at the premises in consequence of the closure of the whole of the premises by order of a competent Public Authority consequent upon:

- (a) an outbreak of a notifiable human infectious or contagious disease manifested by any person at the Insured Location specified in the Schedule, of which is required by law or stipulated by the Government Authority to be notified to them;

- (b) food or drink poisoning suffered by a person directly caused by the consumption of food or drink provided at the Insured Location occupied or owned by the Insured.

For the purpose of this Extension

- (a) The Company shall not be liable for any claim for the first 3 days of interruption or interference to the business from the date the closure is applied;
- (b) The liability of the Company shall be S\$200 per day up to a maximum of thirty (30) days any one loss and in the aggregate during the Policy Period from the date of the closure;
- (c) The Company shall not be liable for any occurrence, whether directly or indirectly, arising from or in connection with Dengue fever, Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) also known as COVID-19, Middle East Respiratory Syndrome (MERS), Severe Acute Respiratory Syndrome (SARS-CoV) or any influenza virus (including but not limited to H5N1, H1N1) or any coronavirus or any other mutation, derivative or variation thereof;
- (d) The Company shall not be liable for any occurrence whether directly or indirectly arising from or in connection with any Pandemic or Epidemic, as declared as such by the World Health Organisation or any governmental authority;
- (e) This Extension is not applicable to childcare centres/kindergartens and clinics;
- (f) The Company shall not be liable for any cost to clean, decontaminate, repair, replace, recall, remove, monitor, test or checking of the premises or any property.

2. Denial of Access

It is hereby agreed and declared that loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of physical damage (as defined in Section 1) to property in the vicinity within a radius of one (1) kilometre from the Insured's premises which shall prevent or hinder the use thereof or access thereto, whether premises or property of the Insured therein shall be damaged or not, shall be deemed to be loss resulting from damage to property used by the Insured at the Premises.

Provided that such interruption of or interference is limited to up to thirty (30) days of cover and further subject to a time excess of twenty-four (24) hours any one loss.

3. Cleaning Expenses following Infectious Disease Outbreak

This Section extends to cover the Insured up to S\$500 in aggregate during the Policy Period for cleaning services necessarily incurred to disinfect the Premises following an outbreak of any of the below-named Infectious Diseases occurring at the Premises resulting directly in the closure of the whole of the Premises by order of a competent Public Authority.

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

SECTION 3 – MONEY

The Company will indemnify the Insured against loss of Money up to the respective amounts stated in the Schedule as the "Limit Any One Loss" in the circumstances described below by any cause whatsoever occurring within Singapore and during the Period of Insurance.

Circumstances

1. On Money in the custody of the Insured's authorised employees whilst in course of transit anywhere in Singapore.
2. On Money in the premises/Situation of Risk, provided such Money to be contained in a securely locked Safe/drawer/cabinet/cash register whenever the premises/Situation of Risk are left unoccupied, subject to a sub-limit stated in the Policy Schedule whilst in locked drawers/cabinets/cash registers after Business Hours.
3. On Money in proprietor's/ partner's/ director's place of residence kept in locked drawers/Safes after Business Hours.

Definitions

Money means cash, bank notes, currency notes, cheques, money orders, postal orders or current unused postage stamps all belonging to the Insured.

Business Hours means Insured's usual office hours and the working hours during which the Insured's premises/Situation of Risk are actually occupied for business purposes and during which the Insured or his employees entrusted with the Insured's Money are on the premises/situation of risks.

Safe means fire and theft resistant safes.

Exceptions to Section 3

The Company shall not be liable for

1. loss due to error or omission in receipts payments or accounting;
2. loss of damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured;
3. losses occurring outside Singapore;
4. any consequential loss whatsoever;
5. loss of Money entrusted to professional money orders carriers or to any person other than the Insured and/or employees authorized by the Insured;
6. Money contained in vending, gaming and amusement machines;
7. losses from an unattended vehicle;
8. loss of Money from locked drawers Safes or strongrooms following the use of the keys or combination numbers or any duplicate thereof unless such keys have been obtained by threats or violent means;
9. loss or damage caused by burglary, housebreaking or theft unless such offences are accompanied by forcible and violent entry into or exit from the premises.

Conditions to Section 3

1. The Insured shall keep a daily record of the amount of cash and/or banknotes contained in the said Safe/drawer and that shall be deposited in a secured place other than the said Safe/drawer and shall be produced as documentary evidence in the event of a claim arising hereunder.
2. It is a condition of this Section that whenever the premises/Situation of Risk are left unattended the keys to the locked drawers Safes or strongrooms and record of the combination numbers are removed from the premises/Situation of Risk by the Insured or any employee of the Insured.

Extensions to Section 3

1. Automatic Increase of Limit

It is hereby declared and agreed that the limit of liability for any one loss shall increase automatically by fifty (50) percent up to a maximum of S\$5,000 for three (3) days running consecutively and immediately following Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day public holidays.

2. Loss or Damage to Safe/Drawers/Cabinets/Cash Registers

This Section is extended to cover any loss of or damage to Safe/drawers/cabinets/cash registers resulting directly from any attempt to remove the contents of such Safe/drawers/cabinets/cash registers up to a limit of S\$500.

3. Riot Strike and Civil Commotion

This Section shall be extended to cover loss of or damage to Insured Property consequent upon riot, strike and civil commotion.

4. Personal Accident Benefits

The Company hereby agrees that if the employees of the Insured (up to two (2) employees) within the age limit of sixteen (16) and seventy (70) years (both ages inclusive) shall suffer bodily injury sustained as a result of armed robbery/hold-up or any attempt thereof within the Situation of Risk and the injury shall solely and independently of any other cause result in the employee's death or disablement the Company will subject to the terms and conditions herein pay to the Insured the compensation in respect of the contingencies specified in the Table of Benefits below.

TABLE OF BENEFITS		Sum Insured Per Employee
1	Death	S\$10,000
2	Total and irrecoverable loss of all sight in both eyes	S\$10,000
3	Total loss by physical severance of both hands or both feet or one hand and one foot	S\$10,000
4	Total loss by physical severance of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	S\$10,000
5	Total and irrecoverable loss of all sight in one eye	S\$5,000
6	Total loss by physical severance of one hand or one foot	S\$5,000

All the above occurring within three (3) months of bodily injury as aforesaid.

Conditions

- (a) No employees of the Insured shall be entitled to compensation under more than one of the benefits in the Table of Benefits in respect of the same period of time. No further liability in respect of any one employee to make any payment under this Extension shall attach to the Company after a claim under one of the Benefits 1 to 6 has been admitted and become payable.
- (b) No benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.
- (c) All certificates information and evidence required by the Company shall be furnished at the expense of the Insured's employee or his legal personal representative and shall be in such nature as the Company may prescribe.
- (d) The Insured's employee as often as required shall submit to medical examination on behalf of the Company at its own expenses in respect of any alleged bodily injury. The Company shall in case of the death of any of the Insured's employee be entitled to have a post mortem examination at its own expense.

SECTION 4 – PERSONAL ACCIDENT

The Company agrees that if during the Period of Insurance the Insured Person shall sustain Bodily Injury within the Situation of Risk stated in the Schedule caused by Accidental and external means resulting directly and independently of any other cause within twelve (12) months either in Death or Disablement, or incurring of Medical Expenses, the Company will pay to the Insured or his legal representatives the amount appropriate to the Benefits shown in the Schedule subject to the Percentage for each form of Permanent Disablement set out in the Table of Benefits within this Section.

Definitions

Insured Person(s) means the respective person(s) named in the Schedule as Insured Person(s).

Accident or Accidental means an event which is sudden, unforeseen or unexpected.

Bodily Injury means injury resulting solely and directly from Accidental and external means and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

Chinese Physician including herbalist, acupuncturist and bonesetter means a person qualified by a medical degree and duly licensed or registered to practice Chinese medicine in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Chinese Physician who is the Insured Person or the spouse, relative or employee of the Insured Person.

Registered Medical Practitioner means a person qualified by degree in western medicine and duly licensed or registered to practice medicine and surgery in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a medical practitioner who is the Insured Person or the spouse, relative or employee of the Insured Person.

Specialist means a Registered Medical Practitioner whose practice, by virtue of advanced training and specific examination, is limited to a particular branch of medicine or surgery.

Hospital means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which

- (a) has facilities for diagnosis and major surgery,
- (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses,
- (c) is under the supervision of a physician, and is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

Occupation means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is fitted to do by knowledge and/or training.

Capital Sum Insured means the sum insured for Accidental Death.

Permanent Total Disablement means a state of incapacity resulting from the Insured Person suffering Bodily Injury which results in his/her permanent total disablement from gainful employment of any and every kind where such disability is medically certified within twelve (12) months from the date of the accidental Bodily Injury.

Loss of Sight means physical loss of an eye, or permanent and total loss of sight, which shall be considered as having occurred in one or both eyes. If the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at three (3) metres what you should see at sixty (60) metres) as confirmed by a fully qualified Ophthalmic Specialist.

Loss of Speech or Hearing means medically certified total and irrecoverable loss of the sense of speech and hearing.

Loss of Use means loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured Person.

Medical Expenses means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within twelve (12) months from the date of the accident as a direct result of Bodily Injury sustained from the Accident.

Pre-Existing Conditions means an injury or illness which existed or have developed symptoms or there exists manifestation of illnesses before the Effective Date of cover in respect of an Insured Person of which the Insured Person was aware or should reasonably have been aware, based on normal medically accepted pathological development of the illness.

Benefits

- | | |
|----------------------|--|
| Benefit (i) | - Accidental Death |
| Benefit (ii) | - Permanent Disablement (as per Table of Benefits below) |
| Benefit (iii) | - Medical Expenses necessarily incurred in the treatment of the Insured Person as a result of Accidental Bodily Injury |

6. If Benefit (ii) is payable in respect of the same Insured Person for more than one form of Permanent Disablement as a result of the same Accident, the total of the percentages payable shall not exceed one hundred (100) of Benefit (ii).
7. If Benefit is payable for loss of use of a whole member of the body, the Benefit for parts of the member cannot also be claimed.
8. Compensation under Benefit (iii) shall not exceed the limit specified in the Schedule in respect of any one Accident.

Exceptions to Section 4

The Company will not pay any Benefit if the Insured Person sustains Bodily Injury

1. whilst flying or engaging in other aerial activities except as a fare paying passenger in any fully licensed passenger carrying aircraft and not as a member of the crew nor for the purpose of any trade or technical operation in or on the aircraft;
2. whilst engaging in or practising for or taking part in mountaineering or rock climbing involving the use of ropes, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, motor rallies or any kind of racing other than on foot;
3. whilst engaging in or practising for or taking part in any sports in a professional capacity;
4. as the result of intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, intoxication, drugs, insanity, venereal disease or AIDS childbirth or pregnancy (excluding miscarriage caused by accidental falling with external injury or by traffic accident) or abortion or any complication following therefrom;
5. as the result of, or is contributed to by, the Insured Person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction;
6. as the result of, or is contributed by, any medical condition, Pre-Existing Conditions, physical defect or infirmity;
7. military, naval or air force service, police, civil defence service other than reservist training during peacetime;
8. as the result of, or is 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;
9. requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy;
10. requiring cosmetic (aesthetic), Plastic or Reconstructive Surgery/Treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an event covered by the Policy;
11. whilst engaging in illegal acts by the Insured Person or an Insured Person's beneficiary;

Conditions to Section 4

1. Evidence Required

The Insured must produce for the Company and at the Insured's own expense, any medical certificates and other evidence which the Company may require in support of the claim. If the Company considers it necessary, the Insured Person must also agree to have a medical examination, as often as the Company may require, for which the Company will pay, in connection with any claim. In the event of death of the Insured Person, the Company shall be entitled to have a post-mortem at its own expense.

2. Interest

The Company is not liable to pay Interest on any claim or amount payable under this Policy.

3. Notice of Material Changes

The Insured shall give immediate notice to the Company of any material change in the Insured Person's occupation, hobbies, habits, pursuits, residence or of any disease, injury or physical defect or infirmity with which he has become affected or of which he has become cognisant and shall pay any additional premium required by the Company in consequence thereof.

4. Age Limit

This Policy shall not cover persons under the age of sixteen (16) years or over the age of seventy (70) years unless otherwise agreed by the Company in writing and specified in the Schedule.

5. Termination of Insurance

The Company's liability will cease to attach under this Policy on the earliest of the following events:

- (a) Entry into full-time military, naval, air, police or national service;
- (b) Attainment of the age limit specified in the Policy.

6. Renewal Procedure

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this Insurance which has come to the Insured Person's knowledge during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting an Insured Person. Where renewal instruction is silent, it shall mean that there has been no change to the underwriting facts declared prior to the renewal. This Section shall be voidable if any undeclared change in underwriting facts is discovered subsequent to the renewal.

7. Misrepresentation

This Section shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Insured material to or in connection with:

- (a) the health of the Insured Person, and in particular
 - (i) whether the Insured Person is suffering from a disease, illness, disability or handicap; or
 - (ii) whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap;
- (b) the Insured's previous risk experience and claim history;
- (c) the Insured's insurance record, including previous insurance refusals.

The Insured shall forthwith, or within such time as the Company may in writing allow, deliver in writing a statement containing as particulars all such information thereof as may be required. No statement by the Insured under this Policy shall be acceptable to and binding on the Company unless the terms of this condition have been fully complied with.

Extensions to Section 4

1. Riot, Strike, Civil Commotion, Hijack, Murder and Assault

If the Insured Person dies or suffers disablement as a result of Accidental Bodily Injury caused by riot, strike, civil commotion, hijack, murder or assault, the Company will pay to the Insured or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Table of Benefits, provided that such Bodily Injury does not arise out of or in connection with the Insured's participation, collaboration or provocation of such act.

For the purpose of this Extension, hijack shall mean any seizure, or exercise of control by force or violence or by threat of force or violence and with wrongful intent, of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

2. Suffocation by Smoke, Poisonous Fumes, Gas & Drowning

In the event that the Insured Person dies or suffers Disablement as a result of Accidental Bodily Injury caused by suffocation by smoke, poisonous fumes, gas or drowning, the Company will pay to the Insured or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Table of Benefits, provided that such event does not arising from the Insured Person's wilful and intentional act.

3. Accidental Miscarriage

It is hereby agreed that the term "Accident" under Medical Expense Benefits shall deem to include miscarriage caused by accidental falling with external injury or by traffic accident.

4. Chinese Physicians

Benefit (iii) - Medical Expenses of the Policy extends to include treatment by herbalist acupuncturist and bonesetter on injuries other than fractures up to a limit of S\$500 any one Accident and in the aggregate any one Period of Insurance.

5. Exposure

If following an Accident the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Table of Benefits, such injury shall be considered as constituting a claim but only under Benefit (i) or (ii) of this Section.

6. Reservist Training

This Section covers the Insured Person for death or disablement sustained as a result of Accidental Bodily Injury whilst on part-time National Service as a NSman / Reservist in the Navy, Army, Air Force, Civil Defence or Police Force, provided that the Company shall not be liable to pay benefit for any Bodily Injury occurring whilst the Insured Person is taking part in or is present at any military, naval or air force operation during actual warfare or any insurrection or any expedition or operation of a war-like character either as combatant or non-combatant.

SECTION 5 – PUBLIC LIABILITY

The Company will indemnify the Insured against all sums, which the Insured shall become legally liable to pay as damages in respect of

1. bodily injury to or illness of any person;
 2. loss of or damage to property
- caused by an accident happening in connection with the Business and occurring during the Period of Insurance within the Situation of Risk as stated in the Policy Schedule.

The Company will also pay

1. legal costs recoverable by any claimant against the Insured
2. costs and expenses incurred with the written consent of the Company

Jurisdiction Clause

The Company will not indemnify the Insured in respect of any liability arising from any action for damages not in the first instance brought in the Courts of Law within Singapore.

Limit of Liability

The liability of the Company for all compensation payable

1. to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the Schedule. The Limit of Liability shall be deemed to be inclusive of all legal costs, charges and expenses;
2. in respect of all injury illness or loss and damage sustained during one Period of Insurance shall be unlimited.

Exceptions to Section 5

This Section does not cover liability

1. in respect of injury illness loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
2. assumed by the Insured by agreement unless such liability would have attached in the absence of such agreement;
3. in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured;
4. in respect of loss of or damage to property
 - (a) belonging to the Insured;
 - (b) in the charge or under the control of the Insured or any servant or agent of the Insured;
 - (c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work;
5. in respect of
 - (a) loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support;
 - (b) injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid;
6. in respect of injury illness loss or damage caused by or in connection with or arising from
 - (a) any vehicle (or trailer attached thereto) registered for road use or animal or vessel or craft owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof;
 - (b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible unless specified in the Schedule;
 - (c) The bursting or explosion of any pressure part of
 - (i) any steam boiler or any economizer;
 - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam-driver machinery) intended to operate under steam pressure;belonging to or under the control of the Insured or any servant or agent of the Insured;
 - (d) defective sanitary arrangements or poisoning of any kind of foreign or deleterious matter in food or drink;
 - (e) accident to any vessel or craft whether or not in consequence of the condition or unsuitability of any berth dock or mooring;

- (f) any goods or products manufactured altered repaired serviced treated sold supplied or distributed by the Insured or to the order of the Insured;
 - (g) any remedial professional or other advice or treatment given or administered or omitted by the Insured or any person acting on behalf of the Insured;
 - (h) any fines penalties punitive or exemplary damages;
7. for any consequence whether direct or indirect of earthquake flood war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, mutiny, revolution, insurrection, military or usurped power, strike, riot or civil commotion;
 8. (a) of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission
(b) any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
 9. directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination.

Note:

- (a) The expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks.
- (b) The expression "vessel or craft" shall mean any vessel, craft or thing made or intended to float on or in or travel on or through water or air.

Extensions to Section 5

1. Advertising and Neon Signs

This Section is extended to include the Insured's legal liability directly arising from accidents in connection with the Insured's advertising and neon signs located anywhere in Singapore.

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

2. All Plant used in connection with the Business

It is hereby declared and agreed that this Section shall extend to include liability for death or bodily injury or damage to property as within defined caused by or arising out of or in connection with ownership possession or use by or on behalf of the Insured of any plant or machinery but excluding liability under any legislation governing the use of motor vehicles.

3. Defective Sanitary Installation

It is hereby understood and agreed that this Section is extended to indemnify the Insured in respect of claims for illness or other bodily injury caused or alleged to have been caused by defective sanitary installation; provided such defect is due to a sudden, unintended and unexpected happening during the Period of Insurance.

It is further noted and agreed that this Extension does not cover any liability for

- (a) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance;
- (b) fines, penalties punitive or exemplary damages.

4. First Aid Facilities

This Section extends to cover the legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

5. Guest Effects

It is hereby declared and agreed that this Section extends to cover legal liability of the Insured in respect of loss of or damage to personal effects belonging to the Insured's guests up to a limit of S\$250 whilst held in the Insured's care, custody and control and occurring at the Insured's premises in respect of any one event.

6. Food and Drinks (Applicable to Non Food & Beverage Plans)

The Indemnity provided under this Section shall extend to include the Insured's legal liability for death or bodily injury or illness directly caused by food or drink poisoning due to the presence of deleterious matter in the food or drinks or utensils supplied by the Insured and happening at the Insured's premises as specified in the Schedule.

Provided always that this Extension is given on the expressed condition that the Company shall not be liable unless the Insured shall at all times take every reasonable precaution to ensure that such food and/or utensils are in good condition and free from contamination and fit for human consumption.

The liability of the Company for this Extension shall not in any case exceed the Limit of Indemnity as specified in the Policy Schedule in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during any one Period of Insurance.

7. Food and Drinks (Applicable to Food & Beverage Plan only)

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Section shall extend to include liability for death, or bodily injury or illness as within defined directly caused by food or drink poisoning due to the presence of deleterious matter in food or drinks or utensils supplied by the Insured at or from the Insured's premises at which the Insured operates or away from the Insured's premises in connection with the Insured's Business as a caterer (where applicable).

It is warranted that during the currency of this Policy the Insured shall hold such licence as is required by the relevant governing authorities or regulatory agencies and shall fully comply with the conditions, regulations and requirements thereof at all times. In the event that Insured's licence is suspended or issued demerit points, cover herein shall terminate with immediate effect from the date of suspension and/or issuance of the demerit points. Cover will only be reinstated upon the written consent of the Company.

Provided always that this Policy is issued on the express condition that the Company shall not be liable thereunder unless the Insured shall at all times take every reasonable precaution to ensure that such food, drinks and/or the utensils are in good condition and free from contamination and/or fit for human consumption.

Provided further that the liability of the Company under this Extension for all Compensation in respect of bodily injury and or death shall not exceed the limit as stated in the Policy schedule in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during any one Period of Insurance.

It is further declared and agreed that the Insured shall be responsible for the first S\$350 (or amount as stated in the Policy schedule) in respect of any one claimant.

Subject otherwise to the Terms of this Policy.

8. Loading and Unloading

It is hereby declared and agreed that the Insurance by this Section is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property arising from beyond the limits of any carriage-way or thoroughfare in connection with or cause by:

- (a) the bringing of the load to such vehicle for loading thereon;
 - (b) the taking away of the load from such vehicle after unloading therefrom
- by any person other than the driver or attendant of such vehicle.

Provided always that the liability of the Company shall not in any way exceed the Limit of Indemnity specified in this Section.

9. Tenant's Liability

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 loss or damage to premises/Situation of Risk (all fixtures or fittings thereof) hired, leased or rented to the Insured.

Provided that this Extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the Insured under agreement (other than a Tenancy Agreement, details of which are lodged with the Company where there is one available) and would not have attached in the absence of such agreement.

10. Worldwide Extension for Directors/Executives on Business Travel

It is hereby declared and agreed that this Section extends to indemnify the Insured for all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's Director(s)/non-manual Executive(s) whilst travelling on business trips in connection with the Insured's Business anywhere in the World.

11. Liquor Liability Extension (Applicable to Food & Beverage Plan only)

Liquor liability insurance provides coverage for bodily injury or property damage for which an Insured may be held liable by reason of the following:

- (a) Causing or contributing to the intoxication of any person;
- (b) Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.

Notwithstanding anything stated herein, this Extension excludes all claims arising from

- (i) violation of any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages;
- (ii) expected or intended injury.

12. Outdoor Display Area (Applicable to Retail Plan only)

It is hereby declared and agreed that this Section is extended to cover the designated shopfront outdoor display area provided this is allowed by the relevant authority and done in accordance with their rules and regulations for the sale and/or display of goods in connection with the Insured's Business subject to the following:

- (a) Limit of liability: S\$500,000 Any One Accident and Unlimited Any One Period
- (b) Excess: S\$250 each and every loss

The above limit of indemnity is deemed to form part of the Limit of Liability under this Section.

Subject otherwise to the terms, exceptions and conditions of this Policy.

SECTION 6 – GOODS IN TRANSIT

This Insurance covers, except as provided in the Exclusions clause below and/or anywhere in the Policy Schedule and/or endorsements, physical loss of and/or damage to the interest insured described in the Policy Schedule reasonably attributable to

- 1. fire or explosion;
- 2. overturning or derailment of land conveyance;
- 3. collision or contact of conveyance with any external object.

Duration of Cover

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

In the event of the original carrying conveyance being disabled due to an accident or breakdown during the transit, this Insurance shall remain in force whilst the interest insured is being transferred to and carried by another land conveyance for the completion of the original transit.

Provided always that the land conveyance is not left unattended at all times whilst the interest insured is loaded in the land conveyance.

Duty of the Insured

It is the duty of the Insured and their servants and agents in respect of loss recoverable hereunder

- (a) to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- (b) to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by the Insured or the Company with the object of saving, protecting or recovering the property insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Benefit of Insurance

In no case is this Insurance for the benefit of any logistics and/or transport company or/or hauliers.

SECTION 7 – LEGAL EXPENSES

The Company will pay the Insured for legal expenses incurred through the pursuit or defence of legal actions with the written consent of the Company

1. happening in connection with the Business; and
2. in respect of accidental leakage of personal data or suspicion of accidental leakage of personal data in their possession for performing the Insured's Business occurring during the Period of Insurance in Singapore.

Jurisdiction Clause

The Company will not indemnify the Insured in respect of any liability arising from any action for damages not in the first instance brought in the Courts of Law within Singapore.

Limit of Liability

The total liability of the Company shall not exceed the sum stated in the Policy Schedule in any one Period of Insurance.

Exceptions to Section 7

The Company will not pay claims in respect of

1. claims where the amount in dispute is less than S\$100;
2. an insured event reported to the Company more than six (6) months after its occurrence;
3. any contract where the cause of action arises within the first three (3) months of the first Period of Insurance unless the contract relates to the purchase of new goods purchased after the Period of Insurance has commenced;
4. the ownership, driving or use of any vehicle;
5. any contract for the sale, purchase or hire of, or work on, any vehicle, its parts or accessories;
6. the construction, conversion or extension of buildings or parts of buildings where such work is undertaken by or on behalf of the Insured;
7. patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
8. family or personal disputes;
9. fines or penalties and prosecution costs in criminal cases;
10. recovery of bad debts and delinquency of payments;
11. claims in connection with inaccurate or outdated personal data.

SECTION 8 – FIRE & EXTRANEIOUS PERILS (BUILDING)

The cover provided by this Section is operative only if shown as such in the schedule

The Company will by payment or at the option of the Company by repair, reinstatement or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against loss of or damage to the Property Insured whilst in the Situation of Risk destroyed or damaged by fire and/or lightning and/or any of the under-mentioned Extraneous Perils whilst occurring during the Period of Insurance.

Extraneous Perils

1. Aircraft Damage

Loss of or damage to the Property Insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

2. Bursting or Overflowing of Water Tanks, Apparatus or Pipes

Loss of or damage to the Property Insured directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the Property Insured but excluding

- (a) damage thereto;
- (b) loss or damage whilst the building is untenanted;
- (c) loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings;
- (d) the first S\$200 of each and every loss.

3. Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm and Flood arising therefrom

Notwithstanding anything contained herein to the contrary, the insurance under this Section covers loss or damage (by fire or otherwise) directly caused by

- (a) earthquake, volcanic eruption;
- (b) hurricane, cyclone, typhoon and windstorm and
- (c) flood (including overflow of the sea) caused by any of the perils mentioned in (a) and (b) above subject to the following Excess Clause and Special Conditions.

Excess Clause

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby insured directly caused by any peril to which this Extension apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either

- (a) one (1) percent of the total Sums Insured against such peril on said buildings, or
- (b) S\$200

whichever shall be the lesser.

It is further agreed that this Extension shall apply separately to

- (i) each building, for which purpose all insured buildings at the same address will be regarded as one building;
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

Special Conditions

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not [other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Section] unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of

- (a) earthquake, volcanic eruption and/or
- (b) hurricane, cyclone, typhoon and windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Policy and is occasioned by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm.

2. This Extension does not cover

- (a) consequential loss of any kind other than rent if insured hereby;
- (b) loss or damage caused by hail whether driven by wind or not;
- (c) loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption provided that these perils are insured against by this Section;
- (d) loss or damage caused by explosion except as provided in Exception 2(c) under this Section;
- (e) loss by reason of any ordinance or law regulating the construction or repair of buildings.
- (f) premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

4. Full Flood

Loss of or damage to the Property Insured directly caused by flood, which shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding

- (a) loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm;
- (b) loss or damage caused by subsidence or landslip;
- (c) loss of or damage to fences, gates, goods stored in the open or goods in transit;
- (d) the first S\$400 of each and every loss.

5. Explosion

Loss of or damage to the Property Insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

6. Impact By Road Vehicles

Loss of or damage to the Property Insured and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicle not belonging to or under the control of the Insured, or any member of his family or any person in or upon the Insured's service but excluding the first S\$100 of each and every loss.

7. Riot and Strike

Notwithstanding anything contained herein to the contrary, the Insurance under this Section shall extend to cover Riot and Strike damage which shall mean loss of or damage to the Property Insured directly caused by

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance;
- (c) the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- (d) the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

For the purpose of this Extension, this Insurance does not cover

- (a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
- (b) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (d) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

8. Malicious Damage

It is hereby agreed and declared that the Insurance under Extraneous Peril 7 (Riot and Strike) shall extend to include malicious damage which shall mean loss of or damage to the Property Insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) but the Company shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the Conditions of the said Riot and Strike Extension shall apply to this Extension as if they had been incorporated herein.

9. Smoke Damage

Loss of or damage to the Property Insured (by fire or otherwise) directly caused by smoke due to a sudden unusual and faulty operation of any heating or cooking unit provided that such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described Situation of Risk but excluding smoke from fire places or industrial apparatus.

10. Sprinkler Leakage

Loss of or damage to the Property Insured caused by water accidentally discharged or leaking from the automatic sprinkler installation, provided that the leakage is not the result of the following causes:

- (a) Heat caused by fire;
- (b) Repairs or alterations to the buildings or premises;
- (c) The sprinkler installation being repaired, removed or extended;
- (d) Freezing in the event of the premises being vacant or unoccupied, or freezing due to the neglect of the Insured;
- (e) The order of the Government or of any municipal local or other competent authority;
- (f) Subterranean fire;
- (g) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power;
- (h) Explosion, the blowing-up of buildings or blasting;
- (i) Defects in construction or condition of which the Insured is aware;
- (j) The first S\$200 of each and every loss.

11. Spontaneous Combustion

Notwithstanding anything contained herein to the contrary, the insurance under this Section shall extend to cover loss of or damage to the Insured Property caused by its own spontaneous combustion.

Exceptions to Section 8

1. This Section does not cover
 - (a) loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as provided by Exception 2 below) or by its undergoing any heating or drying process;
 - (b) loss by theft during and after the occurrence of a fire;
 - (c) loss or damage occasioned by or through or in consequence of
 - (i) the burning of property by order of any public authority;
 - (ii) subterranean fire;
 - (d) consequential loss damage or liability of any kind or description.
2. Unless otherwise expressly stated in the Section, this Insurance does not cover
 - (a) coal, against loss or damage occasioned by its own spontaneous combustion;
 - (b) explosives;
 - (c) any loss or damage occasioned by or through or in consequence of explosion but loss or damaged by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Section;
 - (d) that part of any electrical appliances or devices (including wiring) if the loss damage or destruction is caused by electric current artificially generated.
3. This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Section, be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under the marine policy had this insurance not been effected.
4. This Insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - (a) earthquake, volcanic eruption or other convulsion of nature;
 - (b) typhoon, hurricane, tornado, cyclone or other atmospheric disturbance

Extensions to Section 8

1. Acquisition

Warranted that the insured premise is not under notice of acquisition by the relevant authorities during the currency of this Policy.

2. Alterations and Repairs

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

3. Architects' Surveyors' and Consultant Engineers' Fees

Architects', surveyors' and consultant engineers' legal and other fees (not exceeding those authorised under the scale of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder) provided that the liability for such destruction or damage and fees shall not exceed S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser.

4. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that the Company's liability under this Extension shall not in the aggregate exceed S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser.

5. Cost of Temporary Protection

Cost of temporary protection up to a limit of S\$2,500 reasonably and necessary for the safety and protection of the premises pending repairs of the damage or replacement works.

6. Costs of Recompiling Records and Claims Preparation

The Sum Insured under this Section includes

- (a) costs of recompiling records but only for the value of the materials used together with the costs of clerical labour expended in producing such records; and
- (b) reasonable charges incurred by the Insured for producing and certifying any information as may be required by the Company under the terms of General Condition 7 of the Policy.

Provided that the Company's liability under this Extension shall not in the aggregate exceed S\$500.

7. Electrical Installation (4B)

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

8. Fire Extinguishing Expenses/Fire Brigade Charges

The Insurance under this Section extends to include

- (a) the charges raised by any local authority for the provision of firefighting appliances called for the purpose of protecting the premises;
- (b) the cost of replenishment of firefighting appliances and destruction of or damage to materials unless otherwise specifically insured.

Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the premises of the Property Insured by this Section or immediately threatening to involve such property.

Provided also that the Company's liability under this Extension shall not in the aggregate exceed S\$2,500.

9. Heating and Power

The use of electric, gas and other lighting, heating and power usual to trades and occupations is allowed as provided by law, by-law or municipal regulation.

10. Leased Property

Any other party having an interest in the property insured by virtue of and in accordance with the terms of a mortgage, leasing, hiring or renting agreement, provided such property is not more specifically insured.

11. Payment on Account

In the event of the occurrence of a loss under this Insurance the Company will make payment on account in respect of such loss to the Insured if desired, on production of a statement of claim certified by the Approved Assessor.

12. Reinstatement Value (Not applicable to stock-in-trade and/or merchandise)

In the event of the Property Insured under this Section being lost destroyed or damaged the basis upon which the amount payable under this Section is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the property insured when new subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

- (a) The work or replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the loss destruction or damage or within such further time as the Company may (during the said twelve (12) months in writing allow otherwise no payment beyond the amount which would have been payable under this Section if this Extension had not been incorporated therein shall be made.
- (b) Until expenditure has been incurred by the Insured in replacing or reinstating the property lost destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under this Section if this Extension had not been incorporated therein.

- (c) If at the time of replacement or reinstatement the sum representing eighty-five (85) percent of the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other contingency insured by this Section then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which this Extension applies shall be separately subject to the foregoing provision.
- (d) This Extension shall be without force or effect if
 - (i) the Insured fails to intimate to the Company within six (6) months from the date of loss destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property lost destroyed or damaged;
 - (ii) the Insured is unable or unwilling to replace or reinstate the property lost destroyed or damaged on the same or another site.
- (e) No payment beyond the amount which would have been payable under this Section if this Extension had not been incorporated therein shall be made if at the time of loss destruction or damage to any Property Insured such property shall be covered by any other insurance effected by on behalf of the Insured which is not upon the identical basis reinstatement or replacement set forth herein.

13. Removal of Debris

On costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the property insured by this Section destroyed or damaged by Fire or by any other peril hereby insured against for an amount not exceeding S\$5,000 or ten (10) percent of the Sum Insured, whichever is the lesser.

14. Services

The insurance by this Section relating to "building" and "machinery" extends to include telephone, gas, water and electrical instruments, meters, pipings, cabling and the like and accessories therein including similar properties in adjoining yards or roadways or underground pertaining to buildings or contents insured by the respective items of this Specification all the properties of the Insured/Suppliers/Others for which the Insured is responsible.

15. Tenants' Improvement

The insurance by this Section extends to include the Insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount which the Insured may be able to recover from the owner of the building.

16. Theft Inclusion during and/or after the Occurrence of a Fire

The insurance by this Section is extended to cover theft of insured property during and/or after the occurrence of a fire or other peril covered under the terms of this Section, but this Extension does not cover theft by employees.

SECTION 9 – FIDELITY GUARANTEE

The cover provided by this Section is operative only if shown as such in the schedule

The Company will indemnify the Insured against the loss of money or other property belonging to the Insured or for which the Insured is legally responsible as the direct result of any act of fraud or dishonesty committed by the employee named or described in the Schedule.

Limit of Liability

The liability of the Company shall not exceed

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

Exceptions to Section 9

The Company shall not be liable

1. if the nature of the Business of the Insured shall be changed;
2. if the remuneration of any of the Employee be reduced without the sanction of the Company;
3. if the precautions and checks for securing accuracy of the accounts are not duly observed;
4. for more than one claim in respect of any acts of fraud or dishonesty by any one employee.

Conditions to Section 9

1. The Company shall not be liable in respect of any act of fraud or dishonesty unless
 - (a) It is committed
 - (i) during the Period of Insurance; and
 - (ii) during the uninterrupted service of the employee with the Insured, and in connection with his occupation;
 - (b) It is discovered and notified to the Company within twelve (12) months of expiry of the Period of Insurance or within six (6) months after the termination of employment of the employee whichever shall happen first.
2. If this Section shall be continued in force for more than one Period of Indemnity or if any liability shall exist on the part of the Company under this Section and also under any other Policy in respect of fraud or dishonesty of the employee the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed by the employee shall not exceed the Limit of Liability or the Total Amount of Liability under any other such Policy as aforesaid is the greater.
3. Notice in writing shall be given to the Company within seven (7) days after any acts of fraud or dishonesty on the part of any of the employee or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the Insured to whom is entrusted the duty of superintendence over any of employee and no amount shall be payable under this Section in respect of that employee by reason of any act committed after such knowledge shall have come to the Insured or his said representative. Within three (3) months after such notice the Insured shall deliver to the Company full details of his claim and shall furnish proof of the identity of the employee concerned and of the correctness of such claim. All books of accounts of the Insured or any accountant's report thereon shall be open to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement by any one of the employee or by his estate of any monies which the Company shall have paid or become liable to pay under this Policy.
4. Any monies of any one employee in respect of whom a claim is made in the hands of the Insured and any monies which but for any acts of fraud or dishonesty committed by such one of the employee would have been due to that employee from the Insured shall be deducted from the amount of the loss before a claim is made under this Section. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any other security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
5. The Insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting the employee to conviction for any criminal act which the employee shall have committed and in consequence of which a claim shall have been made under this Section.

Extensions to Section 9

1. Reinstatement of Limit of Guarantee

It is hereby declared and agreed that in consideration of the payment of any additional premium as required by the Company after payment by the Company of an act insured against and committed by the employee, the Limit of Guarantee shall be reinstated (up to a maximum of one time in any one Period of Insurance) to the sum as stated in the Schedule in respect of the employee other than the employee in regard to whom a payment has been made or any acts of fraud or dishonesty or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the Insured.

It is further understood and agreed that such reinstated amount shall only apply to acts of fraud or dishonesty committed subsequent to the date of reinstatement and shall not apply to losses occurring prior thereto.

SECTION 10 – WORK INJURY COMPENSATION

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

“The Company” refers to Sompo Insurance Singapore Pte. Ltd.

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 this 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 and 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 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.
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 in relation to the Insured's liability under the Legislation in respect of that employee with the written consent of the Company (such consent not to be unreasonably withheld).

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 force or violence (or threat of force or violence); and/or
- (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;

- (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy;
 - (d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from —
 - (i) nuclear weapons material; or
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;
 - (f) any claims based upon or arising out of asbestosis and mesothelioma.
- (2) Clause 9(1)(d) of this Policy does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

10. Conditions

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

On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy.
- (3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- (4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.
- (5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation.
- (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 30 days' written notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of S\$54.00 (inclusive of GST) by the Insured.

The Insured may cancel this Policy by giving 30 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 S\$54.00 (inclusive of GST) 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 one 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 2001 to enforce any of its terms.

11. Data Governance

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

12. Premium Adjustment and Declaration of Earnings

- (1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

- (2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of S\$54.00 (inclusive of GST) by the Insured.
- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.
- (4) The Insured shall without demand and within a month after the 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 reserves the right to recover from the Insured the rateable proportion of the liability mentioned in clause 13(1).

14. Premium Payment Warranty

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

15. Policy Owners' Protection Scheme

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for 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 11 – ERRORS AND OMISSIONS COVER (Applicable To Service Plan Only)

The cover provided by this Section is operative only if shown as such in the schedule

It is hereby declared and agreed that this Policy is extended to indemnify Insured against any claim or claims which may be made against the Insured during the period specified in the Schedule for breach of professional duties by reason of any negligent act, error or omission committed or alleged to have been committed, by

1. the Insured; or
2. any person at any time employed by the Insured

in connection with the insured services rendered in the course of the Insured's Business.

The Company will also pay

- (a) legal costs recoverable by any claimant against the Insured;
- (b) costs and expenses incurred with the written consent of the Company

Jurisdiction Clause

The Company will not indemnify the Insured in respect of any liability arising from any action for damages not in the first instance brought in the Courts of Law within Singapore.

Limit of Liability

The liability of the Company for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed S\$15,000. The Limit of Liability shall be deemed to be inclusive of all legal costs, charges and expenses.

Excess

Ten (10) percent of loss subject to a minimum of S\$500 each and every loss.

Exceptions to Section 11

Notwithstanding anything stated herein, this Extension shall not indemnify the Insured against any claims arising from

1. libel or slander;
2. medical malpractice;
3. brought about or contributed to by any dishonest, fraudulent, criminal or malicious act of the Insured, or of by any person at any time employed by the insured;
4. cosmetic and corrective surgery or treatment involving oral medication, injections, laser, implants, tattoos, body piercing and/or any other process involving the breaking or abrasion of human skin;
5. service performed upon a customer by a person not qualified to do so;
6. any claim arising directly or indirectly from the insured and/or their employees breaching any regulations/directives from the Ministry of Health or other public regulatory authorities;
7. performance or product guarantee;
8. unconventional practices;
9. liability assumed by you under any contract or agreement which liability being other than that arising from lack of care or skill, or by any negligent act, error or omission provided by this cover;
10. matters arising from or attributable to fines, penalties, punitive, exemplary or aggravated damages;
11. costs or expenses incurred without our written consent.

GENERAL CONDITIONS

Applicable To All Sections (except Section 10 – Work Injury Compensation)

1. Observance of Conditions

The due observance and fulfillment of the terms provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. Voidance of Policy

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

3. Alteration

Under any of the following circumstances the insurance under this Policy ceases to attach as regards the property affected unless the Insured before the occurrence of any loss destruction or damage obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company

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

4. Cancellation

This Insurance may be terminated at any time at the request of the Insured in writing and provided no claim has risen during the current Period of Insurance the Insured shall be entitled to a refund of premium less the customary Short Period Rate for the time the Policy has been in force, subject to a minimum premium payment of S\$54.00 (inclusive of GST) by the Insured.

Short Period Rate Scale

<u>Period (Not exceeding)</u>	<u>Short Period Premium</u>
1 month	20% of Annual Premium
3 months	40% of Annual Premium
6 months	70% of Annual Premium
9 months	85% of Annual Premium
> 9 months	Full Annual Premium

This Insurance may also be terminated at the option of the Company by giving seven (7) days' notice to the Insured at his last known address and in which case the Insured shall be entitled to a rateable proportion of the premium for the unexpired term from the date of the cancellation, subject to a minimum premium payment of S\$54.00 (inclusive of GST) by the Insured.

5. Safeguards and Maintenance

The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the Property Insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the Property Insured.

The Insured shall exercise reasonable care to see that all buildings, ways, works, plant, machinery, furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all government ordinances, regulations by-laws and directions made by statutory or local authority are duly observed and complied with.

6. No Claim Discount

If there is no claim being made or arising under the Policy during the Period of Insurance immediately preceding each renewal of this Policy, the renewal premium shall be reduced by ten (10) percent. This benefit shall not be cumulative and it will be given only on completion of one (1) full calendar year of insurance claim free, each time.

7. Claims Procedure

On the happening of any loss destruction or damage the Insured must

- (a) notify the company in writing as soon as reasonably possible full details of any incident which may result in a claim under this Policy;
- (b) forward to us every writ, summons, legal process or other communications in connection with the claim, immediately upon receipt;

- (c) give all necessary information and assistance that we may require and at its own expense provide all the detailed particulars and evidence regarding the cause and amount of the loss destruction or damage as the Company may require;
- (d) not admit liability or make an offer or promise of payment without our written consent;
- (e) inform the police immediately if the loss destruction or damage is caused by thieves, vandals or malicious persons and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property;
- (f) take immediate action to minimize loss and to prevent further loss damage or bodily injury.

8. Forfeiture

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

9. Time Limitation

If a claim be made and rejected and an action or suit be not commenced within six (6) months after such rejection or (in case of an arbitration taking place in pursuance of Condition 16 of this Policy) within six (6) months after the arbitrator shall have made his award all benefits under this Policy shall be forfeited.

10. Insurer's Rights after A Loss

On the happening of any destruction or damage to any of the Property Insured, the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened;
- (b) take possession of or require to be delivered to them any property of the Insured in the building or on the premises at the time of the loss or damage;
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that they make no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of their powers hereunder incur any liability to the Insured or diminish their rights to rely upon any of the Exceptions or Conditions of this Policy in answer to any claim.

If the Insured shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

11. Reinstatement

If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans, documents, books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon. If the Company shall be unable to reinstate or repair the property because of any municipal or other regulations in force the Company shall then only be liable to pay such sums as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

12. Subrogation

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

13. Contribution

If at the time of any loss under this Policy there be any other subsisting insurance whether effected by the Insured or by any other person or persons covering such loss or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of such loss. This Condition does not apply to Section 4 (Personal Accident) except for Medical Expenses benefit.

14. Payment of Loss

Payment of loss as insured by the Policy shall be made when the total amount has been agreed or at the request of the Insured at intervals of not less than one month commencing one month after receipt of written notice of the loss by the Insured provided that monthly accounts of the loss be submitted by the Insured to the Company.

15. Reinstatement of Loss

In the event of any loss under this Policy and in the absence of written notice by the Company or the Insured to the contrary the amount of insurance reduced by such loss is to be automatically reinstated as from the date of loss and the Insured shall pay 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 (All Risks) and 8 (Fire and Extraneous Perils) only.

16. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provision for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

17. 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 the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

18. Construction

Unless specified elsewhere in this Schedule to the contrary, the building insured or containing the property insured is constructed of brick, stone and/or concrete and roofed with incombustible material on an incombustible frame including the flooring and staircase.

Subject otherwise to the terms, conditions and exclusions of this Policy.

GENERAL EXCEPTIONS

Applicable To All Sections (except Section 10 – Work Injury Compensation)

1. This Policy does not cover any loss destruction or damage directly or indirectly occasioned by or through or in consequence of

- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war;
- (b) mutiny, strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- (c) (i) permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority;
(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession during temporary dispossession which is otherwise covered by this Policy;
- (d) the destruction of property on order of any public authority other than when such order follow loss destruction or damage to the Property Insured arising from Perils covered under Section 8 (Fire & Extraneous Perils).

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exceptions 1(a) and 1(b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

2. This Policy does not cover any loss destruction or damage directly or indirectly caused by or contributed by

- (a) nuclear weapons material;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- (c) a nuclear or radioactive device whose destructive force employs or involves atomic or nuclear fission and/or fusion or other like reaction;
- (d) any pathogenic, poisonous, chemical, biological, bio-chemical materials.

3. This Policy does not cover

- (a) loss of earnings loss by delay of market or other consequential or indirect loss or damage of any kind or description whatsoever;
- (b) loss destruction or damage resulting from dishonesty fraudulent action trick device or other false pretence;
- (c) loss resulting from disappearances or shortage revealed at any periodic stock-taking;
- (d) loss resulting from shortages in the supply or delivery of materials to or by the Insured;
- (e) the cost of rectifying defective materials or workmanship but this exclusion shall not apply to other Property Insured under this Policy lost or damaged in consequence of such defective materials or workmanship;
- (f) the cost of normal upkeep or normal making good;
- (g) liability risks of any nature whatsoever except provided under Section 5 (Public Liability);
- (h) erosion caused by action of the sea.
- (i) risks where the premises are not of Class 1 construction as defined under General Condition 18 above. Buildings with common party walls and/or constructed before 1960 will also be excluded.

4. This Policy does not cover any fine or penalty imposed on the Insured or any punitive or exemplary damages awarded against the Insured.

5. This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) asbestos; or
- (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

ADDITIONAL ENDORSEMENTS

Applicable To All Sections (except Section 10 – Work Injury Compensation)

The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.

Clarification Agreement

Property damage covered under this Agreement 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 Agreement:

1. 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, the 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
2. if the 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
 - a. the 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

- b. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.

Contracts (Rights of Third Parties) Act Exclusion

It is hereby declared and agreed that 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.

Sanction Limitation and Exclusion Clause

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

Electronic Date Exclusion

The Company will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to

1. correctly recognize any date as its true calendar date;
2. capture, save or 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;
3. 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 to process such data on or after any date.

Subject otherwise to the Terms of the Policy.

Terrorism

Notwithstanding any provision to the contrary within this Insurance or any Endorsement thereto it is agreed that this Insurance excludes 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.

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

This Insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this Exception, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

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

Property Cyber And Data Endorsement (LMA5400)

(Applicable to Section 1 - All Risks, Section 2 – Consequential Loss, Section 3 – Money, Section 6 – Goods in Transit, Section 7 – Legal Expenses, Section 8 – Fire & EP Building, and Section 9 – Fidelity Guarantee only)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1. Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

(11 November 2019)

Cyber and Data Limited Exclusion Endorsement (LMA5469)

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

(for attachment to International Liability forms)

(Applicable to Section 5 – Public Liability only)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1. Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
 - 1.2. Loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
5. However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 5.1. any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
 - 5.2. any ensuing physical damage to or destruction of third party propertyresulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

Definitions

6. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(4 November 2020)

Cyber Limited Exclusion and Data Exclusion (LMA5531)

(Applicable to Section 11 – Errors and Omissions cover only)

1. This Policy excludes any actual or alleged loss, damage, liability, claim, fine, penalty, cost (including, but not limited to, defence cost and mitigation cost) or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 1.1 a Cyber Incident, unless subject to the provisions of paragraph 3;
 - 1.2 a Cyber Act; or
 - 1.3 a breach of Data Protection Law by the Insured, or parties acting for the Insured, involving access to, processing of, use of or operation of any Computer System or Data, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services.
2. Any cover for the costs of reconstituting or recovering lost or damaged documents owned or controlled by the Insured in this Policy shall not apply to Data.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, subparagraph 1.1 shall not apply to any otherwise covered claim arising out of any actual or alleged breach of Professional Duty by the Insured involving access to, processing of, use of or operation of any Computer System or Data unless such actual or alleged breach of Professional Duty by the Insured is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act.

Definitions

4. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
5. Cyber Incident means:
 - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
6. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
7. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
8. Data Protection Law means all applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

(17 December 2020)

Policy Owners' Protection Scheme

(Applicable to Section 4 - Personal Accident only)

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).

Personal Data Protection

In relation to the personal data collected for this Insurance, the Insured agreed and acknowledged that

1. the Company may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. the Company will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If the Company wish to use, disclose or process the personal data for another purpose the Company will seek the Insured's prior written consent;
3. the Company may disclose the personal data for the purposes 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.

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

1. The Premium due must be paid to the Company (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 the Company or the intermediary when one of the following acts takes place:
 - a. Cash or honoured cheque for the premium is handed over to the Company 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 the Company 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 the Company (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 the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

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

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\$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 the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

Communicable Disease Endorsement (LMA5393)

(Applicable to Section 1 - All Risks, Section 2 – Consequential Loss, Section 3 – Money, Section 6 – Goods in Transit, Section 7 – Legal Expenses, Section 8 – Fire & EP Building, and Section 9 – Fidelity Guarantee only)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - a. for a Communicable Disease, or
 - b. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
(25 March 2020)

Communicable Disease Exclusion (LMA5396)

(Applicable to Section 5 – Public Liability and Section 11 – Errors and Omissions cover only)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

All other terms, conditions and exclusions of the policy remain the same.

(17 April 2020)