

SME SOLUTION



ALLIANZ **SMART** **SME**

POLICY WORDING

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ALLIANZ SMART SME POLICY

THIS POLICY is issued in consideration of the payment of premium as specified in the Policy Schedule and the Application. The Application shall form part of this Policy between You and Us. Before entering into this Policy, You have a duty to tell Us every fact known to You, or which You could reasonably be expected to know, that is relevant to Our decision to accept the risk and if so, whether any special conditions need to apply to Your Policy. This duty applies when You renew, extend, endorse or reinstate the Policy.

In the event of any pre-contractual misrepresentation made in relation to the Application, it may result in avoidance of this Policy, refusal or reduction of any claim(s), change of terms or termination of this contract of insurance.

You shall read the terms and conditions of this Policy carefully and ensure all information are correct and accurate. Should there be any information that are incorrect or inaccurate, You shall notify Us immediately and return this Policy to Us for any necessary rectifications.

1. POLICY DEFINITIONS

Each of the following words or expressions will have the same meaning wherever it appears in the Policy documents, and where consistent with the context, the singular shall include the plural and vice versa.

- 1.1 Accidental Bodily Injury** shall mean injury resulting solely and directly from a sudden and unforeseen event occurring during the Period of Insurance.
- 1.2 Application** shall mean, in respect of this Policy, the proposal or application form (including any declarations, statements and disclosures made thereunder). This will include any other declarations, statements and disclosures completed and made by You.
- 1.3 Building** shall mean the building (excluding foundation) at the Premises, which is constructed with hard roofs and walls wholly of brick and/or stone and/or concrete, and includes outbuildings, walls, gates and fences, signs, landlord's fixtures and fittings of every description, and additions forming part of the building complex.
- 1.4 Contents** shall mean the contents normally contained inside the Location of Risk, including:
- Computers, furniture, fixtures and fittings, tenant's improvements, business equipment and machinery and all other contents belonging to You or for which You are responsible
 - Your personal effects and those of any of Your partners or employees
- 1.5 Insured Property** shall mean Contents, Stocks and Buildings insured by this Policy as stated in the Policy Schedule.
- 1.6 Employee** shall mean a person employed by or apprenticed to You whom You have the right to direct in the course of Your business.
- 1.7 Excess** shall mean the amount with which You participate in the claim. This amount is stated in the Policy Schedule and refers to each single claim.
- 1.8 Fixed Glass** shall mean fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors but excluding the frames, frameworks and/or fixtures. Fixed Glass is considered as plain and/or tempered and or ordinary glazing quality and without embossing, silvering, lettering, bending or ornamental work of any kind.
- 1.9 Loss Of Hearing** shall mean permanent irrecoverable loss of hearing where:
- If a dB = Hearing loss at 500 Hertz
 If b dB = Hearing loss at 1000Hertz
 If c dB = Hearing loss at 2000 Hertz
 If d dB = Hearing loss at 4000 Hertz 1/6 of (a+2b+d) is above 80dB
- 1.10 Loss Of Sight** shall mean the entire irrecoverable loss of sight.
- 1.11 Loss Of Speech** shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
- 1.12 Manufacturing Production Or Process Equipment** shall mean any machine or apparatus which takes in, processes, forms, cuts, shapes, grinds or conveys raw materials, materials undergoing a process or the finished product including any equipment forming a part of the dedicated power supply, or the driving or controlling mechanism for such machines or apparatus. This definition also applies to all component parts of such machines or apparatus and any other machines used exclusively with such machinery or apparatus.
- 1.13 Medical Practitioner** shall mean a doctor qualified in western medicine who is licensed and authorized in the geographical area they are practicing in to provide medical or surgical services but excluding the following persons – You, Your Employees or any of Your or Your Employees immediate family member by blood, marriage or adoption, or business partner.
- 1.14 Money** shall mean cash, bank notes, currency notes, cheques, postal orders, money orders, bankers' drafts or current unused postage stamps all belonging to the Insured.

- 1.15 Notifiable Disease** shall mean illness sustained by any person resulting from food or drink poisoning, or an occurrence of a human infectious or human contagious disease which the competent local authority has stipulated shall be notified to them.
- 1.16 Period Of Insurance** shall mean the period of insurance cover in accordance with the terms of this Policy, as shown in the latest Policy Schedule or if applicable in the latest endorsement.
- 1.17 Permanent Disablement** shall mean Accidental Bodily Injury, other than death, which has lasted for at least 12 calendar months and is medically certified to have no hope of improvement at the end of that period.
- 1.18 Plant** shall mean property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy.
- 1.19 Policy Schedule** shall mean the document which is issued to You detailing the particulars of Your business and the benefits provided under this Policy.
- 1.20 Policy** shall mean this document, the Policy Schedule, the Application, any supplement(s), endorsement(s) and amendment(s) We have issued under this policy, all of which should be read together as one contract.
- 1.21 Policyholder, You, Your, Yourself** shall mean the company listed as the Policyholder and stated in the Policy Schedule.
- 1.22 Premises** shall mean the Location of Risk stated in the Policy Schedule.
- 1.23 Safe** shall mean fire and theft resistant safe.
- 1.24 Stocks** shall mean stock-in-trade in connection with Your business, including goods held in trust and for which You are held responsible.
- 1.25 Sum Insured/Limit Of Liability** shall mean the maximum amount that We will pay for any one loss or series of losses arising out of the policy cover and is specified in the policy schedule.
- 1.26 We, Our, Us, Company** shall mean Allianz Insurance Singapore Pte. Ltd.

2. BENEFITS

BENEFITS COVERED

The benefit payable under this Policy shall be payable according to the following benefit items only if such benefit item(s) are specified in the Policy Schedule or endorsement.

All amounts are in Singapore Dollars.

SECTION 1 – ALL RISKS (CONTENTS & STOCKS)

WHAT IS COVERED:

We will elect to pay or at our own option repair, replace or reinstate the Contents and Stocks caused by accidental physical loss of or damage whilst contained at the Premises.

We will not pay more than the total amount shown in the Policy Schedule for All Risks (Contents & Stocks) Sum Insured including all additional benefits under this section, subject to the following limits:

	LIMIT PER PERIOD OF INSURANCE
Any one item of equipment or machinery	S\$50,000 per item
Employees' personal effects	S\$250 per employee, S\$1,000 in aggregate
Curios and works of art	S\$2,000

ADDITIONAL BENEFITS TO SECTION 1 – ALL RISKS (CONTENTS & STOCKS)

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for this section.

1. ALTERATIONS AND REPAIRS

The insurance afforded by this Policy shall remain operative during any minor alterations, repairs or interior decorations of the Premises.

2. TENANTS' IMPROVEMENTS

This section extends to cover loss or damage to improvements, structural alterations and additions, decorations and fixtures. In respect of the above, We shall only be liable for Your interest as tenant and We shall not be liable for any amount which You may be able to recover from the owner of the building.

3. COST OF REMOVAL OF DEBRIS

We extend to cover costs of removing debris of the Contents and Stocks following a loss or damage insured by this section.

Subject to a maximum limit of S\$5,000.

4. COST OF RECOMPILING, REWRITING RECORDS AND CLAIMS PREPARATION

We extend to cover costs and expenses necessarily and reasonably incurred by You following loss or damage to the Contents and Stocks:

- (a) To reconstruct and recompile records but only for the value of the materials used together with the costs of clerical labour expended in producing such records.
- (b) To extract and compile information required by Us from Your own records for the purpose of preparing a claim under the Policy but excluding legal, investigation and research fees/expenses incurred for the purpose of contesting any issue over Our liability under the Policy.

Such documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but excluding bearer bonds, coupons, bank or currency notes or other negotiable papers.

Subject to a maximum limit of S\$500.

5. COST OF TEMPORARY PROTECTION

We extend to cover the cost of temporary protection reasonably necessary for the safety and protection of the Premises pending repair or replacement of damage, following a loss or damage insured by this section.

Subject to a maximum limit of S\$2,500.

6. DEMONSTRATION AND EXHIBITION

We extend to cover the destruction of or damage to the Contents and Stocks whilst in any buildings being used for an exhibition anywhere within the Republic of Singapore, and whilst in transit to and from the exhibition premises but excluding theft from any unattended vehicles.

Subject to a maximum limit of S\$2,500.

7. FIRE EXTINGUISHING EXPENSES/FIRE BRIGADE CHARGES

We extend to cover fire brigade charges and the cost of replenishment of firefighting appliances provided always that Our liability in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the Premises insured by this section or immediately threatening to involve such Premises.

Subject to a maximum limit of S\$1,000.

8. LEASED PROPERTY

We extend to indemnify any other party having an interest in the Insured Property by virtue of and in accordance with the terms of a mortgage, lease, hire or rental agreement, provided such property is not more specifically insured.

9. LOCKS REPLACEMENT

We will pay for the cost of replacing damaged door locks of the Premises with items that are similar, but not better, following a theft or attempted theft or burglary.

Subject to a maximum limit of \$1,000.

10. TEMPORARY REMOVAL

We extend to cover the insured Contents (not including Stocks) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose to any other location and in transit thereto and therefrom by road, rail or inland waterway within Singapore.

Subject to a maximum limit of S\$5,000.

SPECIAL CONDITIONS FOR SECTION 1 – ALL RISKS (CONTENTS & STOCKS)

1. AVERAGE

If the Contents and Stocks insured under this section shall at the time of loss be collectively greater value than the Sum Insured stated in the Policy Schedule, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

2. CONTRACT PRICE

In respect of only Stocks sold but not delivered for which You are responsible under the condition of sale, and the sale contract is cancelled by reason of the insured loss or damage, Our liability shall be based on the contract price of the goods lost or damaged.

3. REINSTATEMENT VALUE (NOT APPLICABLE TO STOCKS)

In the event of the Contents insured under this section being lost, destroyed or damaged, the basis upon which the amount payable 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 Contents when new, subject to the following:

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

WHAT IS NOT COVERED:

We will not pay for loss or damage in respect of:

1. The first S\$250 of each claim arising from this section.
2. Consequential loss or damage of any kind.
3. Loss or damage to the Insured Property due to theft unless such offences are accompanied by actual forcible and violent entry into or exit from the Premises or any attempt thereat.
4. Expense recoverable under any maintenance agreement(s) or which would be so recoverable but for a breach of Your

- obligation under the maintenance agreement(s).
5. Loss or damage to:
- (a) Glass, awnings, neon signs/signs, blinds and sanitary fixtures and fittings,
 - (b) Gold, silver, platinum or other precious metals and alloys, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur
 - (c) Articles of a brittle nature unless such damage arises from fire or burglary, housebreaking, theft or larceny.
 - (d) Money.
 - (e) Property away from the Premises except provided otherwise in this section.
 - (f) Watercraft, aircraft, locomotives, rolling stock.
 - (g) Mechanically propelled vehicles, motor cycles and trailers.
 - (h) Contents and Stocks in the open or being processed, constructed, erected, altered or dismantled, including related materials or supplies.
 - (i) Contents and Stocks contained within vacant Premises awaiting or undergoing demolition.
 - (j) Animals, livestock, growing crops or tree.
 - (k) Accessories and spare parts unless the machine and/or equipment is stolen at the same time
 - (l) Explosives.
 - (m) Contents and Stocks insured under any other insurance policy, except in respect of any excess beyond the amount which would have been payable under the other insurance policy had this insurance not been effected.
6. Loss or damage caused by or arising from:
- (a) Any wilful act or wilful negligence on Your part or any person acting on Your behalf.
 - (b) Disappearance, unexplained loss or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error.
 - (c) Fraud or dishonesty by You including Your directors, partners, employees or officers or any other person who has an interest in the Insured Property.
 - (d) Shoplifting and/or pilferage.
 - (e) Gradually operating causes such as but not limited to wear and tear, denting, scratches, rust, 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, change in flavour, colour, temperature, humidity or texture.
 - (f) Mechanical or electrical breakdown or derangement of machinery or equipment.
 - (g) Vermin, insects, termites, scratching, denting, chipping or defacing.
 - (h) Whilst the Premises are left without an inhabitant actually in them if the premises have been left for a continuous period exceeding 30 consecutive days and nights unless written consent has been obtained from Us.
 - (i) 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.
 - (j) Latent defect, faulty or defective design materials or workmanship or structural defects.
 - (k) Short-circuiting, self-heating, leakage of electricity, over-running or excess pressure originating in the particular part, the explosion or rupture of boilers, economizers, turbines or other vessels, machinery or apparatus in which power is used or their contents.
 - (l) The cessation, interruption or retarding of any process or operation of work whether total or partial.
 - (m) Whilst being transported by rail, road or sea (including loading and unloading).
 - (n) Delay, confiscation or detention by officials or authorities.
 - (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) Pollution or contamination, which means the discharge, dispersal, release or escape of any type of pollutant or contaminant into or upon property, land atmosphere or any water course or body of water (including ground water) to Insured Property, except where caused directly by one of the following perils: Fire, Lightning, Explosion, Riot and Strike, Malicious Damage, Aircraft and Aerial Devices, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Sprinkler Leakage, Flood, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm, Impact by Road Vehicles, Smoke Damage and Spontaneous Combustion. Any liability in connection with disposed or dumped waste materials or substances is also excluded.
 - (q) Sonic Bang or pressure waves caused by aircraft or other aerial devices.

SECTION 2 – BUSINESS INTERRUPTION

WHAT IS COVERED:

We will pay You the amount per day stated in the Policy Schedule if there is any interruption to or interference with Your business at the Premises as a result of the following.

1. All or part of the Premises being closed due to loss or damage caused as a result of an insured event covered in Section 1 - All Risks (Contents & Stocks) that happens during the period of insurance and which prevents You from carrying out Your normal business.

2. Damage caused as a result of an insured event covered in Section 1 - All Risks (Contents & Stocks) to property in the area immediately surrounding the Premises which prevents You or Your Employees from using or accessing the Premises, or makes this difficult.
3. If a public authority orders You to close all or part of the Premises as a result of:
 - (a) any occurrence of a Notifiable Disease at the Premises or a Notifiable Disease attributable to food or drink supplied from the Premises,
 - (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease,
 - (c) the discovery of vermin or pests at the Premises,
 - (d) any accident causing defects in the drains or other sanitary arrangements at the Premises,
 - (e) any occurrence of death, murder, suicide, assault or rape at the Premises.

We will pay compensation at the amount per day stated in the Policy Schedule, up to a maximum of 100 days or for such shorter period where You need to restore Your business to its level of operation before the loss.

We shall not be liable for any loss insured by this section for all claims unless the interruption or interference exceeds a continuous period of 24 hours and Our liability under this section shall apply only to such period in excess of 24 hours.

ADDITIONAL BENEFITS FOR SECTION 2 – BUSINESS INTERRUPTION

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for this section.

1. FAILURE OF PUBLIC UTILITIES

We extend to cover loss as insured by this section resulting from interruption of or interference with the Your business in consequence of damage to property at any electricity station or sub-station, gas or water supply authorities from which You obtain Your direct, immediate supply, provided the failure of supply exceeds a period of 24 hours and Our liability shall only apply to such period in excess of 24 hours.

Such failure results from the deliberate act of any supply authority or the exercise by any such authority of its power to withhold or restrict supply are excluded.

2. WHAT IS NOT COVERED:

- (a) If Your business is wound up or otherwise permanently discontinued or is carried on by a receiver or liquidator.
- (b) If the incident causing interruption to or interference with Your business at the Premises occurs outside the Period of Insurance.

SECTION 3 – PUBLIC LIABILITY

WHAT IS COVERED:

We will indemnify You in respect of accidental damage (bodily injury and/or property damage) in which You are legally liable to pay compensation, including all legal costs and expenses incurred with our written consent, in connection with Your business, up to the total limit of liability as stated in the Policy Schedule and occurring within the Republic of Singapore.

ADDITIONAL BENEFITS FOR SECTION 3 – PUBLIC LIABILITY

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for this section.

1. FIRST AID

This section extends to cover Your legal liability arising out of provision by You of first aid facilities at the Premises 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.

2. FOOD &/OR DRINKS POISONING

The indemnity provided by this Policy shall extend to include Your legal liability arising out of any claim made in respect of poisoning of any kind arising from food and/or drinks sold or supplied by You to any visitors within the Premises specified in the Policy Schedule provided You shall at all times take every possible precaution to prevent any food and/or drinks from deterioration, to ensure that they are free from contamination and fit for human consumption.

Subject to a maximum limit of S\$250,000.

3. DEFECTIVE SANITARY INSTALLATION

This section extends to indemnify You 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 the 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) All fines, penalties, punitive or exemplary damages.

4. OVERSEAS VISITS

The indemnity provided by this section shall extend to include Your legal liability arising from visits outside the Republic of Singapore (excluding USA and Canada) by any of Your directors, partners or Employees in connection with Your business, provided that such liability occurs during the Period of Insurance and such

directors, partners or employees shall observe, fulfil and be subject to the terms, limits, exceptions, conditions and the jurisdiction clause of this Policy.

This extension excludes work involving manual duties.

5. ADVERTISING AND NEON SIGNS

Any amount that You become legally liable as a result of accidental bodily injury or accidental loss or damage to property caused by Your advertising or neon signs (whilst they are fixed in a proper position and not exceeding 5 meters from the Premises).

Warranted that You shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the advertising/neon signs installations are kept in a proper state of repair and if any defect be discovered You shall ensure 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.

Subject to a maximum limit of S\$100,000.

6. LOADING AND UNLOADING

This section extends to cover Your legal liability to third parties for bodily injury or property damage caused by or through the fault or negligence of Your employees during the course of loading and unloading operations or delivery or collection to or from stationary vehicles.

7. CHILDREN AND STUDENTS

It is hereby declared and agreed that children and/or students under the care, custody and control of You whilst at Your Premises shall be deemed as third parties.

Subject to a maximum limit of S\$50,000 any one occurrence and in aggregate.

8. TENANT'S LIABILITY

We will indemnify You against legal liability arising from loss of or damage to the Premises (or fixtures and/or fittings thereof) hired or rented to You provided that this extension shall not apply to liability for loss or damage assumed by You under a tenancy or other agreement which would not have attached in the absence of such agreement.

SPECIAL CONDITIONS FOR SECTION 3 – PUBLIC LIABILITY

1. JURISDICTION

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

2. LIMIT OF LIABILITY

Our liability under this section 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 the limit of liability as stated in the Policy Schedule.

WHAT IS NOT COVERED:

We will not pay for the following:

1. Liability in respect of bodily injury, illness, loss or damage to any property which results from a deliberate act or omission from You and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. Bodily injury, loss or damage arising from the ownership, possession or use by You, or on Your behalf, of:
 - (a) Any mechanically-propelled vehicle or any trailer.
 - (b) Any aircraft, hovercraft, oil drilling platform, rig, watercraft (other than manually propelled watercraft) or railway locomotive or railway rolling stock.
 - (c) Any power-operated lift, elevator, crane, hoist or their power-operated lifting tackle.
3. Liability in respect of bodily injury to or illness of any person under a contract of service or apprenticeship with You where such bodily injury arises out of and in the course of the service or apprenticeship of such person with You.
4. Any claim arising under any work injury compensation law.
5. Liability in connection with the rendering of or failure to render professional advice or service (other than medical first aid treatment) provided by You or any error or omission connected therewith.
6. Bodily injury or damage to property caused by vibration or by removing, weakening or interfering with support to land, buildings or any other property.
7. Damage to property which You own or hold in trust, or which is in Your custody or control.
8. Expenditure incurred in doing, or re-doing, or making good, any work which You or any agent acting on your behalf has been contracted to do.
9. Claims arising out of products You supply, except for food and drink.
10. Claims arising from defective sanitary arrangements or poisoning of any kind of foreign or deleterious matter in food or drink.
11. Claims resulting from liability You have under an agreement You have entered into, unless You would still have been liable had the agreement not existed.
12. Claims arising out of advice, design or specification.

13. Bodily injury or damage caused by You owning, maintaining or using any vehicle which is not registered and insured.
14. Bodily injury or damage caused by defective materials or workmanship.
15. Bodily injury or damage caused by or resulting from any steam boiler or other steam apparatus You own or use exploding.
16. Bodily injury or damage directly or indirectly caused by or as a result of seepage, pollution and contamination.
17. Fines, penalties, punitive or exemplary damages.

SECTION 4 – 24-HOUR EMERGENCY WORKPLACE ASSISTANCE

WHAT IS COVERED:

We will provide You with assistance services up to the limit of liability as stated in the Policy Schedule, when You require the following emergency services:

1. LOCKSMITH ASSISTANCE

We will arrange for a locksmith to assist at the Premises in the event that You or Your Employees are locked out of the Premises or You or Your Employees are locked out of a room within the Premises.

Locksmith Assistance does not extend to:

- (a) Broken locks or locksets caused by forced entry, actual theft or attempted theft.
- (b) Digital Locks.
- (c) The cost of replacing the lock.

2. PLUMBING ASSISTANCE

We will arrange for a plumber to assist at the Premises in the event of clogged water supply or broken or leaking water pipes within the Premises.

Plumbing assistance does not extend to:

- (a) Leaking water taps which require re-washing.
- (b) Water leaking from the ceiling of the Premises.
- (c) Leaking water heater/shower head or gas stove.
- (d) Concealed water pipe(s).
- (e) Leaking water taps where leakage only occurs when the appliance is in use or is due to cracked or broken units.
- (f) The cost of replacement parts which need to be replaced as a consequence of natural wear and tear and/or gradual deterioration.

3. ELECTRICAL ASSISTANCE

We will arrange for an electrician to assist at the Premises in the event of blackout due to lightning or an overloaded circuit, or malfunctioning of the power supply within the Premises.

Electrical Assistance does not extend to:

- (a) Failure or malfunction of electrical appliances such as televisions, refrigerators, rice cookers, ovens, water heaters, etc.
- (b) Concealed wirings and/or circuitry.
- (c) Food spoilage in a refrigerator.
- (d) The cost of replacing any items that may not be repaired.

4. PEST CONTROL SERVICES

We will arrange for pest control services to assist at the Premises in the event the Premises is infested with bees, wasps, hornets, rodents or termites.

Pest Control Services does not extend to:

- (a) Services requested within the first three (3) months from the first inception date of cover
- (b) Recurring termite infestation
- (c) Ants or cockroach infestation.

SPECIAL CONDITIONS FOR SECTION 4 – 24-HOUR EMERGENCY WORKPLACE ASSISTANCE

We will not be liable in any way to any person for any loss or damage suffered directly or indirectly as the direct or indirect result of any assistance services provided, including any delay in the provision of the services.

WHAT IS NOT COVERED:

This section does not cover:

1. Properties under construction or renovation.
2. Properties unoccupied for more than 90 consecutive days.
3. Loss or damage caused by any attempted repair by either You, Your Employees, or anyone acting on Your behalf.
4. Loss or damage caused by any malicious or wilful act, negligence, misuse, interference or faulty workmanship by either You, Your Employees or anyone acting on Your behalf.
5. Any loss or damage caused by inherent structural defect.
6. Any ongoing issues with the Premises. Ongoing issue is defined as an issue that has persisted for more than two (2) weeks prior to the start of the Policy and/or an issue that is known to You prior to moving to the Premises.
7. Any investigation to locate the source of any particular leakage (applies to both water and electricity).
8. Any areas relating to the Premises address that would, in Our reasonable opinion, be considered "common property" owned by more than one natural person. This may include but is not limited to common staircase, lift area, stilt area and common roof.

9. Any areas or equipment which would reasonably be considered to be the responsibility of utility providers.
10. Any major repairs that would require more than 3 hours of work.
11. Any major repairs that would require the use of heavy machineries.

SECTION 5 – MONEY

WHAT IS COVERED:

We will pay for loss of Money belonging to You up to the amount stated in the Policy Schedule:

1. Whilst the Money is in transit to or from the Premises or anywhere in Singapore whilst in Your personal or Your authorised employees' custody.
2. Whilst the Money is on the Premises and kept in a locked Safe/strongroom or locked drawer/cash register.

ADDITIONAL BENEFITS FOR SECTION 5 – MONEY

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for the section.

1. ARMED ROBBERY AND/OR HOLD-UP

We extend to cover You against loss of or damage to the money insured directly consequent upon assault, violence or threat of violence upon Your Employee(s).

2. DAMAGE TO SAFE OR STRONGROOM

We extend to pay for loss of or damage to Your Safe or strongroom caused by any attempt to remove the contents of such Safe or strongroom.

Subject to a maximum limit of S\$1,000.

3. MONEY IN PRIVATE RESIDENCES

We extend to pay for loss of Money in locked drawer/cabinet in private residences of registered directors.

Subject to a maximum limit of S\$1,000.

SPECIAL CONDITIONS FOR SECTION 5 – MONEY

1. You shall keep a daily record of the amount of cash and/or banknotes contained in the said Safe/drawer and such record shall be deposited in a secured place other than the said Safe/drawer and shall be produced as documentary evidence in the event of a claim arising hereunder.
2. Whenever the Premises are left unattended the keys to the locked drawers, cash registers, Safes or strongrooms and record of the combination numbers are removed from the Premises and held in the personal custody of a person authorised by You.

WHAT IS NOT COVERED:

This section does not cover:

1. Loss of or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by You or any person or persons in the service of You unless covered under Section 9 – Fidelity Guarantee of this Policy as specified in the Policy Schedule.
2. Loss as a result of shortages due to clerical or accounting errors or omission or due to depreciation in value or to the use of counterfeit money.
3. Loss from an unattended vehicle.
4. Money contained in any vending, gaming, amusement, coin operated or automated teller machines (ATMs).
5. Loss occurring outside the Republic of Singapore.
6. Loss of Money entrusted to professional carriers or to any person other than You and/or Your Employees authorized by You.
7. Loss of Money from locked Safes/strongrooms /drawers /cash registers following the use of the keys or combination numbers or any duplicate thereof unless such keys have been obtained by threats or violent means.
8. Any consequential loss whatsoever.
9. Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
10. Loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.
11. Mysterious disappearance or unexplained loss.

SECTION 6 – GOODS IN TRANSIT

WHAT IS COVERED:

We will by payment or at our option by repair, reinstatement or replacement indemnify You up to the amount specified in the Policy Schedule against loss of or damage to Your insured equipment and stock-in-trade caused by:

- (a) Fire or explosion;
- (b) Theft;
- (c) Overturning or derailment of land conveyance;
- (d) Collision or contact of conveyance with any external object;

whilst in the course of transit by any vehicle owned by or hired by You from the time of the commencement of loading of Your insured equipment and stock-in-trade onto the vehicle at the loading point at place of dispatch and continues throughout

the normal course of transit until finally delivered from the conveying vehicle to the final destination including unloading, within the Republic of Singapore.

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 insured equipment and stock-in-trade is being transferred to and carried by another land conveyance for the completion of the original transit, provided always that the insured equipment and stock-in-trade is not to be left unattended at all times.

SPECIAL CONDITIONS FOR SECTION 6 – GOODS IN TRANSIT

1. All vehicles conveying the property shall be maintained in an efficient and roadworthy condition.
2. You shall take all reasonable precautions for the safety of the property and shall act with reasonable dispatch in ensuring the prompt loading, transportation and unloading of the insured equipment and stock-in-trade in all circumstances within Your control.
3. Whenever any vehicle containing the insured equipment and stock-in-trade is left unattended:
 - (a) All doors and the boot shall be locked and windows and other openings shall be securely closed.
 - (b) Any protective appliances shall be put into effect.
4. All locking devices and any protective appliances shall be properly and adequately maintained.

WHAT IS NOT COVERED:

We will not pay for:

1. The first S\$250 of each claim arising from this section due to theft.
2. Loss of use of the insured equipment and stock-in-trade or consequential loss or damage of any kind or description whatsoever.
3. Loss or damage or expense caused by inherent vice or atmospheric or climatic conditions or from wear and tear, gradual deterioration or depreciation by moth or vermin or delay and consequential loss.
4. Any movement and/or transit of the insured equipment and stock-in-trade within Your own Premises or whilst the insured equipment and stock-in-trade is contained in any vehicle being used outside the normal course of Your business.
5. Any loss whilst the vehicle is left unattended overnight.
6. Mysterious disappearance, unexplained loss or shortage due to clerical or accounting error.

SECTION 7 – GLASS BREAKAGE AND SIGNS

WHAT IS COVERED:

We will by payment or at our option by repair reinstatement or replacement indemnify You up to the amount specified in the Policy Schedule for any accidental breakage of any Fixed Glass and including sanitary fixtures and fittings in the Premises for which You are responsible.

ADDITIONAL BENEFITS UNDER SECTION 7 – GLASS BREAKAGE AND SIGNS

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for the section.

1. AWNINGS, BLINDS, SIGNS OR OTHER OUTDOOR FIXTURES OR FITTINGS

Awnings, blinds, signs or other outdoor fixtures or fittings are covered provided they are fixed in a proper position and not exceeding 5 meters from the Premises.

Subject to a maximum limit of S\$3,000.

2. COST OF TEMPORARY PROTECTION

We extend to cover the cost of temporary protection reasonably necessary for the safety and protection of the Premises pending repair or replacement of damage, following a loss or damage insured by this section.

Subject to a maximum limit of S\$2,500.

SPECIAL CONDITIONS UNDER SECTION 7 – GLASS BREAKAGE AND SIGNS

WHAT IS NOT COVERED:

1. The first S\$250 of each claim arising from this section.
2. Breakage occurring during repairs, alterations, decorations or renovation to, or in the premises.
3. Property which at the commencement of the Period of Insurance, is broken or damaged and not subsequently replaced.
4. Wear, tear, depreciation, loss of use, scratching, rust or other gradually operating cause, mechanical or electrical breakdown and additionally in respect of electrical signs:
 - (a) Damage to tubes unless the surrounding glass or perspex is fractured at the same time.
 - (b) Damage arising from repair, removal or erection.
5. Damage to property caused by faulty or defective design, materials or workmanship.
6. Chipping or cracking of sanitary fixtures and fittings unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

SECTION 8 – ELECTRONIC EQUIPMENT

WHAT IS COVERED:

We will pay for the loss of or damage to Your electronic, computer or other data processing equipment, should the item(s) suffer any unforeseen and sudden physical loss or damage from electrical or mechanical breakdown, up to the amount as stated in the Policy Schedule, subject to the following limits:

	LIMIT PER PERIOD OF INSURANCE
Portable computer equipment	S\$3,000

ADDITIONAL BENEFITS FOR SECTION 8 – ELECTRONIC EQUIPMENT

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for this section.

1. EXPEDITION EXPENSES

We will reimburse You in respect of the reasonable extra cost to make temporary repairs and expedite permanent repairs to or permanent replacement of Your damaged electronic, computer or other data processing equipment either insured by this section or by Section 1 - All Risks (Contents & Stocks).

Subject to a maximum limit of S\$10,000.

2. HIRE OF SUBSTITUTE ITEM

We will reimburse You in respect of hire charges actually incurred by You during the Period of Insurance for the necessary hire, following damage to Your damaged electronic, computer or other data processing equipment either insured by this section or by Section 1 - All Risks (Contents & Stocks), of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Subject to a maximum limit of S\$5,000.

3. COSTS OF REINSTATING DATA

We will reimburse the costs incurred by You in recreating or reinstating on to media, data lost or damaged in consequence of a damage or loss to Your electronic, computer or other data processing equipment either insured by this section or by Section 1 - All Risks (Contents & Stocks), but not for:

- (a) Losses discovered later than six months after the loss was initiated.
- (b) Loss of or damage to software

Subject to a maximum limit of S\$5,000.

SPECIAL CONDITIONS FOR SECTION 8 – ELECTRONIC EQUIPMENT

1. You shall exercise due diligence in:
 - (a) Complying with any statute or order.
 - (b) Ensuring that all insured items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent damage.
2. Costs of Reinstating Data, You shall maintain a minimum of 2 generations of back-up computer records. These must be checked for accuracy and integrity to ensure a precise match with the source data, be capable of restoration and be taken at intervals no less frequently than every 48 hours. At least one copy must be stored off site and the You must take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

WHAT IS NOT COVERED:

1. The first S\$250 of each claim arising from this section.
2. Any electronic equipment (other than computer equipment) used for research, diagnostic, treatment, experimental or other medical or scientific purposes.
3. Loss or damage in connection with any defect, virus, loss of data or other situation within data media.
4. Loss or damage to any property used other than for business purpose.
5. Loss or damage caused by vandalism or damage by a person lawfully in the Premises.
6. Loss or damage in connection with the maintenance of the insured items.
7. Loss or damage due to an insulation breakdown test of any type of electrical equipment.
8. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
9. Loss or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
10. Loss or damage arising from consequential loss or liability of any kind or description.
11. Loss or damage due to restrictions imposed by public authorities concerning the reconstruction or operation of the electronic, computer or other data processing equipment insured.
12. Loss or damage as a result of not repairing or replacing damaged or destroyed equipment in a timely fashion.

SECTION 9 – FIDELITY GUARANTEE

WHAT IS COVERED:

We will pay for loss of Money or other property, belonging to You or for which You are legally responsible as a direct result of any act of fraud or dishonesty committed by Your Employee (whether acting alone or in collusion with others) which occurs during the Period of Insurance up to the amount shown in the Policy Schedule.

ADDITIONAL BENEFITS FOR SECTION 9 – FIDELITY GUARANTEE

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for the section.

1. PROFESSIONAL ACCOUNTANT'S CHARGES

We extend to cover the reasonable charges of Your professional accountant for producing particulars contained in Your books of account or other business books, or documents, or any other information or evidence as required by Us for the purpose of investigating or verifying any claim.

Subject to a maximum limit of S\$2,000.

SPECIAL CONDITIONS FOR SECTION 9 – FIDELITY GUARANTEE

1. DISCOVERY

Once You become aware of or have reason to suspect Your Employee has committed an act of fraud or dishonesty, You shall make a police report immediately of any such act or dishonesty committed by the Employee and take all practical steps to prosecute the Employee involved to conviction for any criminal act which the Employee involved shall have committed. We will not be liable for any further loss due to any act of fraud or dishonesty committed by such Employee after such discovery.

2. PROOF OF LOSS

We will not be liable for losses where You are unable to identify the Employee responsible.

3. RECOVERIES

Following an insured loss, You will to the extent allowed by law, retain all monies and other assets due to the Employee which caused the insured event and will treat such monies or assets as a deduction from the claim.

4. AUDITORS

Your auditors may certify from Your books any detail required by Us in connection with the loss. Their certificate will be prima facie evidence of such loss.

5. FRAUD

All losses in respect of a series of events arising directly from any act of fraud or dishonesty committed shall be deemed to be one event.

WHAT IS NOT COVERED:

We will not pay:

- For any act of fraud or dishonesty committed by Your Employee unless such act or acts of fraud or dishonesty is discovered during the Period of Insurance or within three (3) months immediately after expiry or termination of the Policy or within three (3) months after the termination of the Employee's employment from whatever cause whichever event shall first happen.
- If the occupation or duties of the Employee be changed or the remuneration of the Employee reduced.
- If reasonable precautions and checks for securing accuracy of accounts and stock level are not duly observed.
- For more than one claim in respect of any act or acts of fraud or dishonesty by any one Employee.

SECTION 10 – PERSONAL ACCIDENT

WHAT IS COVERED:

If Your Employee sustains Accidental Bodily Injury which directly results in (a) Death or (b) Permanent Disablement within twelve calendar months from the date of accident, We will pay Your Employee or Your Employee's legal personal representative in accordance to the Accidental Bodily Injury description and Scale of Benefits below.

SCALE OF BENEFITS

DESCRIPTION OF INJURY	PERCENTAGE OF PRINCIPAL SUM INSURED	
(a) Death	100%	
(b) Permanent Disablement Resulting From		
Loss of one or two limbs between shoulder and wrist or hip and ankle	100%	
Loss of both hands or of all fingers and both thumbs	100%	
Loss of Sight of both eyes	100%	
Eye : Loss of	whole eye	100%
	Sight in one eye	50%
	Sight of except perception of light	50%
Loss of four fingers and thumb of one hand	50%	
Loss of four fingers	40%	

DESCRIPTION OF INJURY		PERCENTAGE OF PRINCIPAL SUM INSURED
Loss of thumb	both phalanges	30%
	one phalanx	15%
Loss of toes	all	20%
	great, both phalanges	8%
	great, one phalanx	3%
	other than great, if more than one toe lost, each	2%
Permanent Loss of Hearing in both ears and Loss of Speech		100%
Loss of Hearing	both ears	75%
	one ear	15%
Loss of Speech		50%

The aggregate of all percentages payable in respect of any one or more accident(s) shall not exceed 100% of the Sum Insured stated in the Policy Schedule. Any claim payable under the (a) Death benefit shall be reduced by a sum equal to any claim payable under the (b) Permanent Disablement Benefit in respect of the same Accidental Bodily Injury.

Where the Accidental Bodily Injury is not specified, We reserve the right to adopt a percentage of disablement which, in Our opinion, is not inconsistent with the provisions of the above Scale of Benefits.

Permanent total loss of use of member shall be treated as total loss of member.

ADDITIONAL BENEFITS FOR SECTION 10 – PERSONAL ACCIDENT

1. DISAPPEARANCE

If after a period of one (1) year has lapsed from the date of reported disappearance and We having examined all evidence available shall have no reason to suppose other than that an Accident has occurred which in all probability has resulted in the death of Your Employee, the disappearance of Your Employee shall be considered to constitute a claim under this section and the Sum Insured shall be payable. However, if at any time after payment has been made and Your Employee is found to be living, any sums paid by Us in settlement of the claim shall be refunded to Us.

SPECIAL CONDITIONS FOR SECTION 10 – PERSONAL ACCIDENT

1. CLAIMS PROCEDURE

Written notice shall be given to Us as soon as possible and in any event within one (1) calendar month of the

occurrence of any Accidental Bodily Injury, which may give rise to a claim under this section.

All certificates, information and evidence required by Us shall be furnished by You, Your Employee and/or their legal personal representative(s) at Your own expense and shall be in such form and of such nature as We may prescribe.

Your Employee shall as often as required submit to medical examination on behalf of and at the expense of Us in connection with any claim.

We shall in the case of death of Your Employee be entitled to have a post-mortem at Our own expense.

No benefits shall be payable for any claim made under this Policy until and unless the claim form together with all the required certificates, information and evidence are completed and provided to Our full satisfaction.

2. AGE LIMIT

This Section shall not cover persons under the age of sixteen (16) years or over the age of seventy (70) years. Age referred to in this section shall be in reference to the age as at the last birthday.

3. TERMINATION OF COVER

Our liability will cease to attach under this section on the attainment of the age limit specified in this section.

4. PERMANENT LOSS OF SIGHT, SPEECH AND HEARING

For Loss of Sight, Speech and Hearing, Your Employee must be totally and continuously disabled for at least 12 consecutive calendar months from the date of disability as diagnosed by a Medical Practitioner and prevented from engaging in each and every occupation or employment for which Your Employee has been suited by reason of his education, training or experience. At the end of the 12 months, Your Employee must be diagnosed by a Medical Practitioner that there is no hope of improvement for the disability suffered by the Employee for Loss of Sight, Speech or Hearing.

5. AGGREGATE LIMIT

Our maximum liability in respect of this section shall not exceed the Sum Insured multiplied by the maximum limit of Employees, as stated in the Policy Schedule.

If the total amount of all claims for all Employees exceeds the maximum liability, Our liability in respect of each of such Employee will be a rateable proportion of the benefits due in respect of that person.

WHAT IS NOT COVERED:

We will not pay any benefit if Your Employee sustains Accidental Bodily Injury as a result of:

1. Pre-existing Conditions.

2. 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.
3. Engaging or taking part in naval or military or air force or police or civil defence services or operations other than peace time reservist training within the Republic of Singapore.
4. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
5. Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat.
6. Childbirth, miscarriage, pregnancy or any complications thereof.
7. Provoked murder or assault.
8. Committing or attempting to commit any unlawful act;
9. Participating as a professional sportsman, entertainer, stuntman or jockey.
10. Aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides.
11. Motorcycling (whether as driver or passenger), racing (other than on foot), pace-making, speed or reliability trials.
12. Ionisation, radiation or contamination by radioactivity, nuclear weapons material.
13. Riding/driving without a valid driving license.
14. Being under the influence of intoxicating liquor or of having taken a drug unless it is taken or administered on proper medical advice and is not for the treatment of drug addiction.

SECTION 11 – MACHINERY BREAKDOWN

WHAT IS COVERED:

We will pay for the loss of or damage to Your Plant or Manufacturing Production or Process Equipment, should the item(s) suffer any unforeseen and sudden physical loss or damage from electrical or mechanical breakdown, up to the amount as stated in the Policy Schedule.

ADDITIONAL BENEFITS FOR SECTION 11 – MACHINERY BREAKDOWN

The limit of liability for the benefits provided hereunder forms part of and is not in addition to the total limit of liability for the section.

1. EXPEDITION EXPENSES

We will indemnify You in respect of the reasonable extra cost to make temporary repairs and expedite permanent repairs to Your Plant or Manufacturing Production or Process Equipment insured by this section.

Subject to a maximum limit of S\$10,000.

2. HIRE OF SUBSTITUTE ITEM

We will indemnify You in respect of hire charges actually incurred by You during the Period of Insurance for the necessary hire following damage to Plant or Manufacturing Production or Process Equipment insured by this section of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Subject to a maximum limit of S\$5,000.

3. DEBRIS REMOVAL

We will indemnify You in respect of costs incurred in the removal of debris and protection of the Plant or Manufacturing Production or Process Equipment following loss or damage insured under this section.

Subject to a maximum limit of S\$5,000.

4. REPAIR COSTS INVESTIGATION

With Our prior written agreement, We will pay costs relating to repair investigations and tests following indemnifiable damage to insured Plant or Manufacturing Production or Process Equipment by consulting engineers.

Subject to a maximum limit of S\$5,000.

SPECIAL CONDITIONS FOR SECTION 11 – MACHINERY BREAKDOWN

You shall exercise due diligence in:

- (a) Complying with any statute or order.
- (b) Ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent damage.

WHAT IS NOT COVERED:

1. The first S\$250 of each claim arising from this section.
2. Structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building.
3. Insulating or refractory material.
4. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system.
5. Water piping, other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system.

6. Vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessels.
7. Mobile plant and equipment, dragline, excavation or construction equipment.
8. Equipment manufactured by You for sale.
9. Tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal.
10. Any electronic, computer or other data processing equipment covered in Section 8 – Electronic Equipment.
11. Domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters.
12. Equipment owned by Your tenants.
13. Loss or damage to any property used other than for business purpose.
14. Loss or damage caused by vandalism or damage by a person lawfully in the Premises.
15. Loss or damage in connection with the maintenance of the insured items.
16. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
17. Loss or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
18. Loss or damage arising from consequential loss or liability of any kind or description.
19. Loss or damage due to restrictions imposed by public authorities concerning the reconstruction or operation of the Insured Property.
20. Loss or damage as a result of not repairing or replacing damaged or destroyed equipment in a timely fashion.
21. Loss or damage in connection with:
 - (a) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel;
 - (b) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions,
 - (c) loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.

SECTION 12 – FIRE AND OTHER PERILS (BUILDING)

WHAT IS COVERED:

In the event of loss of or damage to Building(s) located within the Premises by a Covered Peril (as listed below) We will indemnify You the value of the property at the time of the loss or damaged, or at our option reinstate or replace such property or any part thereof, up to the Sum Insured stated in the Policy Schedule.

COVERED PERILS

1. FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE

Loss or damage to the insured Building caused by fire, lightning, thunderbolt or subterranean fire.

2. EXPLOSION

Loss or damage to the insured Building caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

3. AIRCRAFT DAMAGE

Loss or damage directly caused by aircraft and other aerial devices and/or articles dropped therefrom, excluding damage caused by any aircraft for which permission to land has been extended by the Insured.

4. WATER TANKS, APPARATUS OR PIPES

Loss or damage caused by bursting or overflowing of domestic water tanks, apparatus or pipes but excluding:

- (a) Damage to water tanks, apparatus and pipes and all expenses for tracing the source of the leak.

5. IMPACT BY ROAD VEHICLE

Loss or damage caused by impact to the insured Building by any road vehicles or animals not belonging to or under Your control.

6. EARTHQUAKE, VOLCANIC ERUPTION

Loss or damage directly caused by or through or in consequence of earthquake and volcanic eruption.

7. HURRICANE, CYCLONE, TYPHOON, WINDSTORM AND FLOOD

Loss or damage directly caused by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm but excluding:

- (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings.
- (b) Building in the course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured.
- (c) Any loss or damage caused by water or rain, whether driven by wind or not unless the Building insured shall first sustain actual damage to the roof or walls

of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the Building 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.

For the purpose of this Policy, flood shall mean the over-flowing 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 not originating from flows or accumulations in or on the insured Building.

8. RIOT & STRIKE

Loss of or damage to the insured Building 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 minimizing the consequences of any such disturbance.
- (c) The wilful 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 minimizing the consequences of any such act.

9. MALICIOUS DAMAGE

Loss or damage to the insured Building 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) excluding:

- (a) Any loss or damage by explosion;
- (b) 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.

10. ACCIDENTAL LEAKAGE OR SPILLAGE

Loss or damage to the insured Building caused by accidental leakage or spillage of any gas vapour liquid (other than water) or molten material but excluding:

- (a) Damage to, or loss, destruction, pollution or contamination of land, water and air.
- (b) Loss or destruction of or damage to such escaped gas, vapour, liquid or molten material.
- (c) Costs of rectifying the fault which permitted the leakage or spillage to take place.
- (d) Costs of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (e) Loss or destruction of or damage to goods in transit.
- (f) Loss, damage or destruction caused by or happening during the course of repairs or alterations.

- (g) Loss or destruction of or damage to that unit of plant, machinery or apparatus used for the containment dispensing or transmission of any gas, vapour, liquid or molten material which has escaped or leaked therefrom.

11. SONIC SHOCK WAVES

Loss or damage to the insured Building caused by sonic shock waves or sonic boom.

12. ACTS OF CIVIL AUTHORITIES

Loss or damage to the insured Building directly caused by the order of any lawfully constituted civil authority for the prevention of fire or other Covered Perils insured under the Policy.

13. SMOKE DAMAGE

Loss or damage to the insured Building directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus.

14. TSUNAMI OR TIDAL WAVE

Loss or damage directly caused by or through or in consequence of Tsunami or Tidal Wave but excluding:

- (a) Tidal surge
- (b) The rise or fall of tides

15. LANDSLIP AND SUBSIDENCE

Loss or damage to the insured Building caused by landslip or subsidence and/or heave of the site on which the Buildings stand or land belonging thereto, excluding:

- (a) Loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time;
- (b) Loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the insured Building are damaged by the same cause and at the same time;
- (c) Loss or damage occasioned by happening through, or in consequence of:
 - (i) Coastal or river erosion.
 - (ii) Demolition, structural alteration or structural repair.
 - (iii) Defective design or inadequate construction of foundations.

16. SELF IGNITION

Loss or damage to the insured Building directly caused by any part or parts of electrical machines not exceeding 1.5kw (2h.p.), electrical installations or apparatus (excluding radio, television, audio and electronic equipment of every description, vacuum tubes and thermionic valves in any apparatus and flexible or trailing leads from the point of permanent electrical

supply to any apparatus) caused by the actual burning out of such part or parts by the electric current therein, excluding:

- (a) Loss of use, depreciation, wear and tear.
- (b) Loss, damage or destruction to:
 - (i) Lighting or heating elements, fuses or protective devices.
 - (ii) Electrical contacts at which sparking or arcing occurs in ordinary working.

17. SPRINKLER LEAKAGE

Loss or damage to the insured Building directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus installed in the insured Building.

This insurance does not cover loss or damage occasioned by or through or in consequence of:

- (a) Explosion, the blowing up of buildings or blasting.
- (b) The order of any authority.
- (c) Heat caused by fire.
- (d) Repairs or alterations to the Buildings or Premises.
- (e) The automatic sprinkler installation being either repaired, removed or extended.

No liability shall attach if the insured Building becomes unoccupied and so remains for a period of more than thirty (30) days unless You obtain the sanction of Us signified by endorsement upon the Policy.

Special Conditions for this peril:

- (a) You shall at all times during the Period of Insurance take all reasonable steps to maintain in proper working order the installation of automatic sprinklers, including the automatic alarm signal.
- (b) We shall not be responsible for loss or damage which may occur after notice has been given to You by Us that sprinkler installations is/are liable to accident by reason of defective construction or condition nor if You are aware of defect in construction or condition.

18. SPONTANEOUS COMBUSTION

Loss or damage to the insured Building caused by its own spontaneous fermentation, heating or combustion.

ADDITIONAL BENEFITS FOR SECTION 12 – FIRE AND OTHER PERILS (BUILDING)

The limit of liability for the Benefits provided hereunder forms part of and is not in addition to the total limit of liability for the section.

1. ALTERATIONS AND REPAIRS

The insurance afforded by this Policy shall remain operative during any minor alterations, repairs or interior decorations of the insured Building.

2. ARCHITECTS', SURVEYORS' AND CONSULTANT ENGINEERS' FEES

We extend to cover Architects', Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized 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 insured Building by fire or any other peril covered in this section (but not such fees for preparing a claim hereunder).

Subject to a maximum limit of S\$5,000

3. COST OF DEMOLITIONS AND CLEARING AND ERECTION OF HOARDINGS

We extend to cover costs, necessarily incurred by You in respect of the demolition of Buildings and/or removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the insured Building by fire or any other perils insured in this section.

Subject to a maximum limit of S\$5,000.

4. COST OF REMOVAL OF DEBRIS

We extend to cover costs incurred by You in the removal of debris as a result of an insured loss or damage insured by this section.

Subject to a maximum limit of S\$5,000.

5. COST OF TEMPORARY PROTECTION

We extend to cover the cost of temporary protection reasonably necessary for the safety and protection of the Premises pending repair or replacement of damage covered in this section.

Subject to a maximum limit of S\$2,500.

SPECIAL CONDITIONS FOR SECTION 12 – FIRE AND OTHER PERILS (BUILDING)

1. AVERAGE

If the Building(s) insured under this section shall at the time of loss be collectively greater value than the Sum Insured stated in the Policy Schedule, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

WHAT IS NOT COVERED:

This section does not cover:

- 1. The first S\$250 of each claim arising from this section except for loss or damage due to Landslip and Subsidence.

2. The first S\$10,000 or 10% of claim whichever is greater, of each claim arising from this section due to Landslip and Subsidence.
3. Loss or damage occasioned by or through or in consequence of:
 - (a) The burning of property by order of any public authority.
 - (b) Subterranean fire.
4. Loss or damage from coal occasioned by its own spontaneous combustion.
5. Loss or damage by explosives.
6. Loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire.

SECTION 13 – WORK INJURY COMPENSATION

WHAT IS COVERED:

We will indemnify You against all sums for which You are legally liable to pay compensation under the Work Injury Compensation Act.

The terms and conditions for this section are set out in Annex 1 – Work Injury Compensation Act 2019.

The terms and conditions in Annex 1 – Work Injury Compensation Act 2019 are applicable for Section 13- Work injury compensation only. If there are any conflict or ambiguity as to the meaning in provisions of any other part of the Policy, it is hereby agreed that Annex 1 – Work Injury Compensation Act 2019 of the Policy shall prevail.

3. CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

Please Note: If You do not observe and fulfill the following conditions, We may cancel the Policy or refuse to pay a claim.

1. INTERPRETATION

This Policy, the Policy Schedule, the Application, any endorsement(s) and amendment(s) signed by Our authorized representatives, and any other schedule attached to this Policy shall be read together as one contract.

No terms or conditions set out in this Policy may be waived or modified except by way of endorsement issued by Us in writing.

2. OBSERVANCE

The due observance and the fulfillment of the terms,

provisions and conditions of this Policy by You and/or Your Employees and in so far as they relate to anything to be done or complied with by You and/or Your Employees shall be conditions precedent to any of Our liability.

3. MISDESCRIPTION

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material facts concerning the risk insured.

4. REASONABLE PRECAUTIONS

You and any other person who may be entitled to indemnity under this Policy shall at all times take reasonable precautions to prevent injury, illness, loss or damage and to comply with all statutory obligations and regulations imposed by any Public Authority for the safety of persons or property.

5. ALTERATIONS AND REMOVALS

Unless the You have obtained the consent of the Us in writing before the occurrence of any damage, Our liability will cease to attach regarding the Insured Property affected under any of the following circumstances:

- (a) If any circumstances affecting Premises or Insured Property as stated in the Policy Schedule be changed in such a way as to increase the risk of damage.
- (b) If the Premises is not occupied for a period of more than 4 consecutive weeks.
- (c) If the insured Contents and Stocks are removed from the Premises.
- (d) If the interest in the Property Insured passes from You otherwise than by death or operation of law.

6. CANCELLATION

You may cancel the policy at any time by giving a seven (7) days' notice in writing to Us, and:

- (a) If the premium is paid monthly under this Policy, this Policy may be cancelled on the next premium due date after the receipt and acceptance of such written notice by Us, and no premium paid shall be refunded.
- (b) If the premium is paid yearly under this Policy, this Policy may be cancelled at the termination date requested by You in the written notice to Us, or the date such written notice received and accepted by Us, whichever is later; and the premium paid shall be refunded, less any pro rata premium received or retained by Us for the period during which cover has been provided, subject to a minimum premium payment of S\$25 (excluding GST) by You.

This Policy may also be cancelled by Us by seven (7) days' notice given in writing to You at Your last known address, and the premium paid shall be refunded, less any pro rata premium received or retained by Us for the period during which cover has been provided, subject to a minimum premium payment of S\$25 (excluding GST) by You.

7. NOTIFICATION (DUPLICATE COVERAGE)

You shall give notice to Us of any insurance or insurances already effected, or which may subsequently be effected, covering any of the Insured Property and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of Us before the occurrence of any loss or damage, all benefit under this Policy in respect of the Insured Property shall be forfeited.

8. CLAIMS (ACTION BY INSURED)

You shall on the happening of any loss or damage to the Property Insured give immediate notice thereof in writing to Us and shall at Your own expense within seven days after the happening of such loss or damage deliver to Us a claim in writing (in such form as We may require) with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.

You shall on receiving notice of any accident or claim arising under Section 3 – Public Liability give immediate notice thereof in writing to Us and as soon as possible supply full particulars thereof in writing and shall send to Us any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable Us to settle or resist any claim or to institute proceedings.

You shall not incur any expense in making good any damage without the written consent of Us and shall not negotiate, pay, settle, admit or repudiate any claim without the Our consent.

9. TIME LIMITATION

In no case whatsoever shall We be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

10. POSSESSION RIGHTS

We shall be entitled:

- (a) On the happening of any loss of or damage to the Insured Property to enter any building where the loss or damage has happened and to take and keep possession of the Insured Property and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by Us shall be proof of leave and license for such purpose. No property may be abandoned to Us.
- (b) To undertake in the name and on behalf of You the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

11. OPTION TO REINSTATE

We may at Our option reinstate or replace the property damaged or destroyed, or any part thereof instead of paying the amount of the loss or damage, or may join with any other company or insurers in so doing, but We shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the Sum Insured by Us thereon.

If We so elect to reinstate or replace any property You shall, at Your own expense, furnish the Us with such plans, specifications, measurements, quantities and such other particulars as the We may require and no acts done, or caused to be done by Us with a view to reinstatement or replacement shall be deemed an election by Us to reinstate or replace.

If in any case We shall be unable to reinstate or repair the property hereby insured, because of any legislation, subsidiary legislation, rules and regulations and any amendment thereto in force affecting the alignment of streets, or the construction of buildings, or the use of the land, or otherwise, We shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

12. REINSTATEMENT VALUE

In the event of a loss to the Insured Property herein, We shall pay the Sum Insured or the Reinstatement Value of the Insured Property, whichever is the lower subject to the deduction of any Excess and amounts which You are required to bear under the Policy.

The "Reinstatement Value" of the Insured Property shall for the purpose of this condition be determined by a valuation obtained by Us from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement of the Insured Property damaged or lost.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the Insured Property, the valuation shall be obtained from a duly qualified loss adjuster to be mutually appointed by both parties. The valuation of the Insured Property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, duly qualified loss adjuster shall be conclusive evidence in respect of the Reinstatement Value of the Insured Property in any legal proceedings against the Us.

13. SUBROGATION

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

14. CONTRIBUTION

Should there be any other subsisting insurance or insurances whether effected by You or by any other person or persons covering such loss or damage or any part thereof, We shall not be liable to pay or contribute more than Our rateable proportion of such loss or damage. This Condition does not apply to Section 10 – Personal Accident.

15. FORFEITURE OF BENEFITS

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by Yourself or any one acting on Your behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act or with the connivance of Yourself; or, if the claim be made and rejected and an action or suit be not commenced within twelve months after such rejection; or (in the case of an arbitration taking place) within twelve months after the arbitrator or arbitrators or umpire shall have made their award, all benefits hereunder shall be forfeited.

16. ARBITRATION

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd (“FIDReC”). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

Where any dispute is referred to arbitration the making of an award shall be a condition precedent to any right of action against Us.

17. DISCHARGE OF LIABILITY

If so desired, We may at any time discharge Our liability by paying to You the limit of liability and cease to have the conduct and control of the negotiations, actions or proceedings in connection with the claim. We shall not be responsible for any costs or expenses incurred thereafter nor for any consequential loss, which You may claim to have sustained.

18. GOVERNING LAW AND JURISDICTION

This Policy shall be construed according to and governed by the laws of the Republic of Singapore.

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Singapore nor to orders obtained in the said Court for the enforcement of judgments made outside the Republic of Singapore, whether by way of reciprocal agreement or otherwise; and (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Singapore.

19. EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Any person who is not a party to this Policy shall have no rights under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any terms of the Policy.

20. DUTY OF DISCLOSURE

Pursuant to Section 25 of the Insurance Act (or any subsequent amendments thereof), You and/or Your Employees have the duty to disclose fully and faithfully the facts he/she knows or ought to know relevant to the issuance of this Policy. Otherwise, the Policy is deemed void or invalid and We will not pay out in the event of any claim(s) made.

21. APPLICABLE TAX

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively “Applicable Tax”) whatsoever are introduced by any authority and are payable under the laws of Singapore in connection with any supply of goods and/or services made or deemed to be made under this Policy, We will be entitled to charge any Applicable Tax as allowed by the laws of Singapore. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this Policy on payment of premiums and default hereof shall apply equally to the Applicable Tax.

4. EXCLUSIONS

APPLICABLE TO ALL SECTIONS (UNLESS OTHERWISE SPECIFIED) OF THIS POLICY

THIS POLICY DOES NOT COVER:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

- (b) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Any act of terrorism.

For this purpose 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 organisation(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.

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance, except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where We allege that by reason of the provisions of this Exclusion any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon You.

- 2. (a) Loss or damage occasioned by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated.
 - (b) Loss or damage occasioned by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated.
 - (c) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (d) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by 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 Exception 2d), combustion shall include any self-sustaining process of nuclear fission.
- 3. Consequential loss or damage of any kind whatsoever.

- 4. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (a) Asbestos.
 - (b) Any actual or alleged asbestos related injury or something involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- 5. Any damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic & Digital Data from any cause whatsoever (including, but not limited, to Computer Attack and/or Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

For the purposes of this clause 5:

- (a) Electronic & Digital Data shall mean data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic & Digital Data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.
- (b) Computer Attack shall mean any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.
- (c) Cyber War & Terrorism Event shall mean any:
 - (i) Act of terrorism (as defined under this Policy or, if not defined under this Policy, as governed by the applicable laws and regulations) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage. Act of terrorism shall also include Cyberterrorism, i.e. any premeditated politically, religiously or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against the computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives; and/or
 - (ii) Hostile or warlike action in time of peace, civil war or war.

However, in the event that damage to Insured Property results from any of the matters described in clause 5 above (except CYBER WAR & TERRORISM EVENT), this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Period of Insurance, to the extent covered and not otherwise excluded under this Policy.

GOODS AND SERVICES TAX IMPACT ON CLAIMS SETTLEMENT

CLAIMS SETTLEMENT

We will pay Your claim inclusive of the GST on items which are taxable supplies, up to the Limit of Liability.

In the event that You are entitled to claim for the Input Tax Credit and if We make a payment under this policy as compensation to You, We will reduce the amount of the payment by deducting Your Input Tax Credit entitlement irrespective of whether You have or have not claimed the Input Tax Credit, up to the Limit of Liability.

DETERMINING THE ADEQUACY OF THE LIMIT OF LIABILITY

If the subject matter hereby insured (inclusive of the GST) shall, on the happening of an insured peril, be collectively of greater value than the Limit of Liability thereon, then You shall be considered as being Your own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every insured item, if more than one, of the Policy shall be separately subject to this condition.

In the event that You are entitled for the Input Tax Credit on each of the insured item(s), the value as stated above will be reduced by deducting Your Input Tax Credit entitlement in determining the adequacy of the Limit of Liability.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not be deemed to provide cover and 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 Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America, Singapore and/or any other applicable national economic or trade sanction law or regulations.

POLICY OWNERS PROTECTION SCHEME

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

PREMIUM WARRANTY

PAYMENT BEFORE COVER WARRANTY

- Subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected, if applicable) within sixty (60) days of the inception date of the coverage under the Policy.
- In the event that any premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected, if applicable) within the sixty (60) day period referred to above, then:
 - the cover under the Policy is automatically terminated immediately after the expiry of the said sixty (60) day period;
 - even if the cover under the Policy is terminated automatically, You shall remain liable for any premium incurred within the said sixty (60) day period; and
 - We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25 (before GST)
- If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

PERSONAL DATA USE

Any information collected or obtained in relation to this Policy, whether contained in the Application or otherwise obtained may be used and/or disclosed to Our associated individuals/companies within Allianz Group or any independent third parties (within or outside Singapore) for any matters relating to the Application, any Policy issued and to provide advice or information about Our products and services which We believe may be of Your and/or the Insured Person's interest and to communicate with You and/or the Insured Person for any purpose. Such data may also be used for audit, business analysis and reinsurance purposes, amongst others.

We may collect, use, disclose and/or process such data in accordance with the Personal Data Protection Act 2012 for the purposes and uses described in Our Privacy Policy. The Privacy Policy can be found at Our website.

NOTICE

THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT, RETURNED AT ONCE FOR ALTERATION.

ANNEX 1 – WORK INJURY COMPENSATION ACT 2019

References to “Policy” in this Annex shall be referring to this Annex 1 – Work Injury Compensation Act 2019 only.

INTERPRETATION

1. References to “Act” in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time.
2. References to “the Legislation” in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.
3. Words used in the Policy have the meanings given by the Legislation.
4. References to “Terms of this Policy” mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act.
5. The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy.
6. The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule.
7. The Insured’s risk profile is the risk of accident or disease to any employee in the Insured’s employment, taking account of the Insured’s workforce, payroll numbers and other material information required to be stated in the Schedule.
8. References to “Relevant Injury” in this Policy mean death or personal injury —
 - (a) sustained by an employee that is caused by an accident that —
 - (i) arises out of or in the course of the employee’s employment with the Insured and
 - (ii) occurs during the Period of Insurance; or
 - (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee’s employment with the Insured during the Period of Insurance.
9. References to “the employee’s employment with the Insured” in this Policy include work done by the employee for another person while the employee’s services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).
10. References to “earnings” have the meaning given by the Act.

11. References to “Estimated Annual Earnings” in this Policy mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other employers and known to the Insured) during the 12 months starting on the Commencement Date of the Policy.

12. References to “Past Annual Earnings” 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.

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.

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

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

PROVIDED ALWAYS THAT –

- (a) In the event of any change in the Legislation the Company reserves the right to cancel this Policy in accordance with clause 10(9) of this Policy or allow the Policy to remain in force and charge reasonable additional premium therefor.
- (b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.

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.

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.

EXCEPTIONS

1. The Company shall not be liable in respect of –
 - (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
 - (b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (ii) any act of terrorism including but not limited to –
 - (A) the use of threat of force, violence; and/or
 - (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of

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

- (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy.
 - (d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from –
 - (i) nuclear weapons material; or
 - (ii) 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.

CONDITIONS

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

On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy.

3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4. The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.
5. In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation.

Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.

6. No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company.
7. The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as the Company may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation.
8. The Insured must notify the Company immediately if the Nature of the Business or Job Category or Category of Employee as described in the Schedule has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the changes in the Nature of the Business or Job Category or Category of Employee and the date of the change.

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

9. The Company may cancel this Policy by giving 14 days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of S\$25 (excluding GST) by the Insured.

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

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

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.

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\$25 (excluding 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 expiry date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

UNDERINSURANCE AND AVERAGE CONDITION

1. If the Estimated Annual Earnings declared by the Insured are less than the Past Annual Earnings, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Estimated Annual Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly.
2. In the event the Company is required to make any payment to the claimant by virtue of its obligations under the Legislation, the Company shall pay the claimant the compensation in full but reserve the right to recover the rateable amount of the liability mentioned in clause 12(1).

PREMIUM PAYMENT WARRANTY

1. Despite anything in this Policy but subject to clause 14(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the Commencement Date of the Policy, Renewal Certificate or Cover Note.

2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
 - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25 (excluding 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.

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/>).

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.

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